



**National Highways & Infrastructure Development Corporation Ltd.  
(A Government of India Undertaking)**

**REQUEST FOR PROPOSAL (RFP) DOCUMENT**

**For**

**CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA.**

**NIT No.: NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1**

**(Participation through E- Tender only)**

**Visit: <https://eprocure.gov.in> (for downloading documents & participation)  
[www.nhidcl.com](http://www.nhidcl.com) (for downloading documents)**

**June, 2023**

**NHIDCL**

**Regional Office- SHILLONG**

**(1<sup>st</sup> and 4<sup>th</sup> Floor, Parkside Building, Near BSNL, Barik, Shillong, East Khasi Hills Districts,  
Meghalaya, 793001)**

**(Email-id: [edproshillongnhidcl@gmail.com](mailto:edproshillongnhidcl@gmail.com) )**

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## **DISCLAIMER**

The information contained in this proposal (*RFP*) document provided to the bidder, by or on behalf of NHIDCL is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the bidder with information to assist the formulation of their proposals. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NHIDCL to consider the business/ investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP document. Each bidder should contact its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary, obtain independent advice from appropriate sources. NHIDCL make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

### **Definitions:**

- Employer/Client/Owner means NHIDCL.
- Engineer/Consultant are one and the same thing for this DPR contract and means the DPR Agency.

### CHECKLIST

<b>Check List of items pertaining to Technical Proposal to be Uploaded by the bidderin E-Tender on or before the last Date &amp; Time of Bid Submission</b>	
<b>Document No.</b>	<b>Items</b>
1	Bid Security Declaration
2	<p>Cost of Bid Document of <b>Rs. 11,800/- (Eleven Thousand &amp; Eight Hundred only)</b> inclusive of GST @18% in form of Demand Draft or RTGS in favor of NHIDCL payable at <b>Shillong</b> from any Nationalized or Indian Schedule Commercial Bank.</p> <p><b>Beneficiary:</b> National Highways and Infrastructure Development Corporation Ltd.</p> <p><b>Bank:</b> CANARA Bank, Police Bazar, Shillong</p> <p><b>Account No.:</b> 94001010007580</p> <p><b>IFSC Code:</b> CNRB0019400</p> <p><i>(Original DD/RTGS confirmation towards cost of Bid Document to be submitted in Shillong Office in a sealed envelope as per the procedure defined in <b>Section-2 of the</b> Tender Document, before tender submission date &amp; time and scanned copy of the same to be uploaded on E-Tender Portal as proof of submission of Cost of Bid Document).</i></p>
3	Letter of proposal by Bidder in the prescribed format as per <i>(To be uploaded on E-Tender Portal)</i> <b>Appendix-“A”</b>
4	Power of Attorney for signing the proposal in the prescribed format <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix-“B”)</b>
5	Details of Technical Eligibility to be submitted by the Tenderer <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix-“D1”)</b>
6	Description of each Consultancy Agreement executed by Bidder to illustrate Technical Eligibility <i>[Duly signed by the Client]</i> <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix-“D2”)</b>
7	Detail of Contractual Payment received from Consultancy services by the tenderer to assess the Financial Eligibility <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix-“E”]</b>
8	Bankers’ Certificate from a Scheduled Bank <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix-“F”)</b>
9	Detail / Structure of the Consultancy Agency <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix-“G”)</b>
10	Details of Technical and Administrative Personnel available with the Consultancy Agency <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix-“H”)</b>
11	Details of Resources Sheet - Equipment & Softwares available with the Consultancy Agency <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix-“I”)</b>
12	Integrity Pact <i>(Tenderer is to first download and then upload the same with his Digital Signature on E-Tender Portal)</i> <b>(Appendix-“L”)</b>
13	Affidavit By The Bidder <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix-“M”)</b>
14	<p><b>In case of Company – Upload following DOCUMENT:</b></p> <p>(i) MOA &amp; AOA of the Company</p> <p>(ii) Registration Certificate of Company</p> <p>(iii) Power of Attorney duly registered &amp; notarized by Company <i>(backed by resolution of Board of Directors)</i> in favour of individual, signing the tender on behalf of Company</p>

<b>Check List of items pertaining to Technical Proposal to be Uploaded by the bidder in E-Tender on or before the last Date &amp; Time of Bid Submission</b>	
	<b>In case of Partnership Firm</b> – Upload the following DOCUMENT on E-Tender Portal:
15	(i) Self-attested copy of registered/notarized partnership deed. (ii) Power of Attorney duly authorizing one or more partners of the firm OR any other person authorized by all the partners to act on behalf of the firm into submit & sign tenders
16	<b>In case of Sole Proprietorship Firm</b> - Notarized copy of Affidavit in support of proprietorship <i>(To be uploaded on E-Tender Portal)</i> .
17	Goods Service Tax Registration Number and PAN/TAN Card <i>(applicable to company/partnership firm/sole proprietor) (To be uploaded on E-Tender Portal)</i> .
18	Entire RFP document is first to be downloaded from E-Tender Portal <i>(in PDF Format)</i> and then, to be uploaded with digital signature by the Authorized Signatory of the bidder.
19	All pages of all the Corrigendum/Addendum/Clarification etc. <i>(if any)</i> are first to be downloaded from E-Tender Portal and then to be uploaded with digital signature by the Authorized Signatory of the bidder.
20	Financial Bid <i>(Microsoft Excel file)</i> to be filled, saved and uploaded in E-Tender Portal

### **IMPORTANT NOTES:**

1. **Document no. 1 to 17** of the Check List above should be scanned and uploaded at E-Tender Portal <https://eprocure.gov.in> through digital signature and after that, attach all above DOCUMENT in particular tender.
2. Similarly, the document mentioned at S. No. 18 & 19 of the Check List should first be downloaded from E-Tender Portal *(in PDF Format)* and thereafter, upload them to E-Tender Portal, through digital signature in document library & after that, attach the same in particular tender.
3. However, the tenderer(s) **must submit document no. 1 & 2** of the check list in **physical form (originals) in a sealed Envelope** *(mentioning heading on the top as Bid security declaration & Cost of Bid Document, with name of work, NIT No. Name & address of tenderer)* to the office of Executive Director (P), RO-Shillong, NHIDCL. This sealed Envelope must reach NHIDCL, Shillong on or before last date & time of bid submission, failing which, the offer of the tenderer would be **summarily rejected**.
4. For Document No. 20 of the Check List, only the downloaded 'Financial Bid' file should be uploaded after filling, saving and digitally signed. **Do not upload scanned copy of 'Financial Bid' in 'Document Library'**. The financial bid *(after filling the rates)* should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of NHIDCL, RO Shillong.

### **Data Sheet**

S. No.	Item	Description
1	Name of Work	CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA. <i>(of approx. Carpet/ floor area of 9,900 sqm).</i>
2	Tentative Estimated Cost of Project <i>(Cost of construction of project for which DPR is sought)</i>	Rs. 50.0 Crore + GST Extra <i>(Project cost is indicative that may increase or decrease and actual consultancy fee would be based on final cost of completed project excluding GST)</i>
3	Type of Tender	Open E-Tender <i>(Two Packet System)</i>
4	Type of Contract	Consultancy Contract
5	Type of Technical proposal required	Quality Cum Cost Based Selection <i>(QCBS)</i>
6	Last Date of Receipt of Pre-Bid Query	Date: 30.05.2023
7	Date of Pre-Bid Meeting	Date: 05.06.2023 Time: 11:00 AM
8	Last date and time of Submission of proposal <i>(Proposal Due Date)</i>	Up to 17:00 hours on 12.06.2023
9	Opening of Technical proposal	At 12:00 hours <i>(IST)</i> on 14.06.2023
10	Date of opening of financial proposals	To be communicated later to only those bidders /Consultants who found technically qualified after opening of technical bid.
11	Duration of DPR Services:	120 days
12	Earnest Money Deposit	<b>Bid Security Declaration</b>
13	Cost of Tender Document	<b>Rs. 11,800/- <i>(Eleven Thousand &amp; Eight Hundred only)</i> inclusive of GST @18%</b>
14	Validity of proposal	120 days from the last date of submission.
15	Evaluation of the Proposals and Scoring Criteria	Refer Section-4
16	Terms of Contractual Payment upon execution of the work	Refer RFP documents
17	Representative/ Contact Person of NHIDCL where queries / correspondence concerning this RFP to be made	<b>Executive Director (P)</b> RO-Shillong, NHIDCL, E-MAIL ID: <a href="mailto:edproshillongnhidcl@gmail.com">edproshillongnhidcl@gmail.com</a>
18	Address where Bidders must submit Bid security declaration / Tender Document cost in a sealed envelope and where Prebid meeting will be held	<b>Executive Director (P)</b> RO-Shillong, NHIDCL, 1 <sup>st</sup> Floor Parkside Building, Opp. Lady Hydari Park, Barik, Shillong, Meghalaya-793001

**SECTION-1**

**NOTICE INVITING REQUEST FOR**

**PROPOSAL**

**NIT NO. - NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1**  
***(Participation through E-Tender only)***

**National Highways & Infrastructure Development Corporation Limited**  
**(Ministry of Road Transport & Highways, Government of India)**

**NOTICE INVITING TENDER (NIT)**

**Date: 30.05.2023**

The Executive Director (P), RO-Shillong for and on behalf of NHIDCL (referred to as Employer in these documents) invites Request for Proposal through open E-tender on prescribed forms from Indian Project Management Consultancy firms having registered office at Shillong meeting qualifying requirements and having requisite experience and financial capacity for the work of *‘CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA.’*

<b>NIT No.</b>	<b>NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1</b>
Name of the work	CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA. (of approx. carpet/ floor area of 9,900 sqm).
Type of Tender	Open E-Tender (Two stage bidding)
Type of Contract	Consultancy Contract
Client/Owner	National Highways & Infrastructure Development Corporation Limited, Ministry of Road Transport & Highways, Govt. of India
Issuance of Tender Document	Can be downloaded from the website <a href="https://etenders.gov.in">https://etenders.gov.in</a>
Tentative Estimated cost of Project for construction of the Military buildings.	Rs. 50 Crore + GST Extra (Project cost is indicative that may increase or decrease and actual consultancy fee would be based on final cost of completed project excluding GST).
Earnest Money Deposit	Bid Security Declaration
Non-refundable cost of E-Tender/ Bid document	Cost of Bid Document of Rs. 11,800/- (Eleven Thousand & Eight Hundred only) inclusive of GST @18% in form of Demand Draft or RTGS in favor of NHIDCL payable at Shillong from any Nationalized or Indian Schedule Commercial Bank. <b>Name of the Beneficiary:</b> National Highways and Infrastructure Development Corporation Ltd. <b>Bank:</b> CANARA Bank <b>Account No.:</b> 94001010007580 <b>IFSC Code:</b> IFSC CNRB0019400 <b>Beneficiary Bank Address:</b> Police Bazar, Shillong
Duration of Services	120 days
Defect Liability Period of Contract	12 (Twelve) months
Validity of offer	120 days after the last date fixed for submission of bid including the extension(s) given (if any).
NIT No.	NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1
Performance Guarantee	3% of the Awarded Project Management Consultancy Contract Value



NIT No.	NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1
Security Deposit/ Retention Money	In addition to performance guarantee, the agency will have to deposit 5% of awarded value of the contract towards security deposit (or to be deducted @10% through each running on account bills, subject to total maximum to 5% of contract price.)
E-Tendering Website address	<a href="https://eprocure.gov.in">https://eprocure.gov.in</a>

2. Eligibility criteria of tenderer shall be assessed as per **Section-2**, Instruction to Bidders & Eligibility Criteria.
3. The RFP can be downloaded from the website **www.nhidcl.com**. Bidders are advised not to make any corrections, additions or alterations in the downloaded RFP document. In case, any corrections, additions or alterations in the downloaded RFP DOCUMENT are made, such proposal shall be summarily rejected.
4. The intending tenderer(s) must read the terms and conditions of this bid document RFP carefully and should only submit the proposal bid if considers eligible and in possession of all the DOCUMENT required.
5. Information and Instructions for tenderers posted on website **<https://eprocure.gov.in>** or **www.nhidcl.com** shall form part of RFP document.
6. Interested bidders who wish to participate should visit E-Tender Portal on the website **<https://eprocure.gov.in>** which is the only website for bidding their offer. However, the RFP has also been uploaded on NHIDCL website **www.nhidcl.com** for viewing only.
7. NHIDCL may issue addendum(s)/ corrigendum(s) to the RFP. In such case, the addendum(s)/ corrigendum(s) shall be issued and placed only on E-Tender Portal **<https://eprocure.gov.in>** and **www.nhidcl.com**, at least three days in advance of last date fixed for submission of proposal. The tenderer must keep themselves updated about the latest developments about the tender and ensure that the addendum(s)/Corrigendum(s), if any are downloaded by them from the E-Tender Portal (in PDF Format) and thereafter is/ are uploaded on the E-Tender Portal through their digital signature.
8. The tender DOCUMENT should be submitted through online mode only in website **<https://eprocure.gov.in>**. The offer submitted other than online mode, will not be accepted. Please refer Section-3 (Preparation & Submission of Proposal) to know in detail about procedure for submission of E-tender.
9. The intending bidder(s) must have valid class-III digital signature to submit the bid.
10. Bidder (s) should upload DOCUMENT in the form of PDF format.
11. The bidder (s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender DOCUMENT and not to stipulate any deviations, else, the offer may be liable to be rejected.
12. Notwithstanding anything stated above, NHIDCL reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of NHIDCL.
13. Technical proposal shall be opened online on E-Tender Portal at the address given below at the time and date given in NIT. The tenderer or their authorized representatives may attend the opening of technical bid.

Address of Office of the NHIDCL is as below: -

**Executive Director (P)**

RO-Shillong, NHIDCL, 1<sup>st</sup>Floor Parkside Building, Opp. Lady Hydari Park,  
Barik, Shillong, Meghalaya-793001

14. Financial bid of only technically qualified tenderers will be opened at a later stage. The date & time of opening of financial bid will be communicated later to tenderers after closure of technical selection procedure only.

15. Any tender received *without Bid Security declaration & Bid Document* Cost in the form as specified in tender DOCUMENT shall not be considered and shall be *summarily rejected*.

16. NHIDCL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. NHIDCL's assessment of suitability as per eligibility criteria shall be final and binding. NHIDCL also reserves the right for asking of any clarification from the tenderers on the submitted bid for evaluation purpose and the tenderer would have to promptly clarify the same.

17. Bidder(s) may note that, they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Such bidder(s) shall be debarred for 1 year from participating in bids/ tenders of NHIDCL. The decision of NHIDCL in this regard shall be final and binding.

**18. *JV or Consortium of any kind will not be permitted for this tender.***

**19. *In case the BIDDER is a partnership firm then, the work experience, solvency, turnover and other shortlisting criteria(s) (as specified in the tender document) should be in the name of Partnership firm only.***

We look forward for your active participation.

For & on behalf of  
Executive Director  
NHIDCL

**SECTION-2**  
**INSTRUCTIONS TO THE BIDDERS (ITB) &**  
**ELIGIBILITY CRITERIA**

## **Instructions to the Bidders (ITB) & Eligibility Criteria**

### **1) Introduction**

#### **1.1 Project Concept:**

Project Concept: NHIDCL envisages ‘CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT FOR WORK OF CONSTRUCTION OF BUILDING FOR MILATRY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA..’.

NHIDCL management desired to build in phases a very vibrant and dynamic complex which should be self-contained and self- sustaining, with state of art physical, social and economic infrastructure. This complex will be eco- friendly, energy efficient, modern and integrated with its inspiring existing landscapes.

#### **1.2 Project Background & Overview:**

1.2.1 NHIDCL is developing building for Military assets to be demolished for upgradation of NH - 40 section between Shillong – Dawki road is in possession of Army HQ 101 land admeasuring carpet area of 9908 Sqm The schematic site plan is attached at Plan A having exact location, adjacent features and boundaries of the land. NHIDCL is fully entitled to develop the said land.

1.2.2 The plot enjoys excellent linkages with other parts of Shillong City and adjoining important places.

### **2 Invitation to submit proposal:**

NHIDCL invites E-Tender from eligible Technical Consultants (“*Bidders*”) for providing CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT FOR WORK OF CONSTRUCTION OF BUILDING FOR MILATRY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA.

### **3 Minimum Initial Eligibility Criteria:**

- (i) The applicant shall have been involved in Consultancy services for detailed investigation and preparation of detailed project report related work for the **last 5 (Five) years or more.**
- (ii) **The single entity tenderer, should have either completed Consultancy contract OR substantially completed Consultancy contract (see para (d) below) for eligible assignment (see para (i) below), during the last 5 (Five) financial years and the current financial year (till the tender submission date & time), of minimum work experience (see para (i) below) executed for Central & State Govt., Public Sector Undertaking (PSU) of Central & State Govt., Authority/Corporation/Autonomous Bodies etc.**
  - a) The consultancy contract should have been either completed or substantially completed within this period **irrespective of date of start.**
  - b) The consultancy should have one completed or substantially completed consultancy work in eligible assignment of work in hilly area.
  - c) The consultancy contract shall be treated as completed as, on the date of commissioning of the project (*excluding defect liability/ maintenance period*) or completion of the services as certified by the Employer/Client.
  - d) **A substantially completed consultancy contract means a contract, in which, the consultancy fee of at least eighty percent (80%) of the Consultancy contract value has been received & is equal to or more than the minimum value stipulated for eligible assignment of present tender**

(mentioned in para (ii) above).

- e) The tenderer shall submit its work experience in the form of eligible assignment in the formats specified at **Appendix-D** of **Section-6** as part of its technical offer for demonstrating its technical capacity and claiming technical score.
- f) The tenderer shall submit the completion certificate/ substantially completion certificate from the client(s) for the eligible assignment (*as per the format specified at Appendix-D*). All document either original or photocopy **should be SELF-attested**.
- g) In case the tenderer/s is a partnership firm, the work experience **should be in the name of partnership firm only**.

**h) The tenderer should have valid registration with council of architecture (COA)**

**i) Meaning of Eligible assignment and minimum work experience:**

**Work Experience:**

i) Experience of having provided Architectural & Consultancy Services for successfully completed eligible assignment during the last 5 years ending initial stipulated last date of submission of tenders: -

a. Three eligible assignment, each costing not less than 40% of the estimated cost of the project;

OR

b. Two eligible assignment, each costing not less than 50% of the estimated cost of the project;

OR

c. One eligible assignment costing not less than 80% of the estimated cost of the project.

The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of initial stipulated last date of submission of tenders as per NIT.

**ii) Eligible Assignment**

For the purpose of determining the conditions of Eligibility and for evaluating the Technical offers under this tender, completed/substantially completed contracts of **Project Management Consultancy Services/** General Consultancy Services/ Services of Independent Engineer (*services actually provided under the contract*) must include **DPR preparation or Design consultancy** ~~construction supervision~~ for the work of **“Construction of Office / Institutional / Residential Buildings involving Multi- Storey RCC framed structure of more than 03 Floors (including ground floor) OR whose height is 12 m or more”**

*Further, building height means the vertical distance measured in the case of the flat roofs from the top level of the adjoining drain to the highest point of the building and in case of sloping roof, the mid-point between the eaves level and the ridge. Architect's features serving no other functions except that of the decoration shall be excluded for the purpose of measuring heights.*

*The completed/ substantially completed eligible assignment shall also include the **design or DPR preparation supervision** of Public health, internal & external electrical works, firefighting works, security systems, HVAC and **lifts**, interior works etc.*

(ii) Financial capacity:

a) The single entity tenderer shall have average annual financial turnover for last 5 years shall be at least 1 Cr or more.

The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.

- b) The tenderer shall enclose with its tender, detail of contractual payment received (*as per the format specified at Appendix-E of Section-6*) duly signed by the tenderer and **statutory auditors duly notarized**, stating the Project Management Consultancy fee received in last five (five) financial years and the current financial year, (*till the tender submission date & time*).
- c) In case, the tenderer/s is a partnership firm, the turnover etc. shall be in the name of **partnership firm** only.
- (i) Any entity which has been barred by Central/State Govt. in India, (*or any entity controlled by such barred entity*), from participating in any project, and the bar subsists as on date of tender, **would not be eligible to submit the tender**. The applicant must submit a duly notarized affidavit to this effect.
  - (ii) Conflict of interest: A tenderer shall not have a conflict of interest as per the conditions specified in the tender.
  - (iii) Only those Applicants who meet all of the minimum eligibility criteria specified above shall qualify for further evaluation and who does not meet all the above minimum eligibility criteria will **stand disqualified**.

#### 4 Desirable Criteria:

~~Having experience in PMC for execution of project as per GRIHA norms for achieving 3 or more star GRIHA rating.~~

#### 5 Constitution of the Firm:

- (i) Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership firm / Company. The tenderer(s) who is / are constituents of the firm / Company, shall enclose self-attested copies of the constitution of their concern, Partnership Deed and Power of attorney along with their tender. Tender DOCUMENT in such cases shall be signed by such persons as may be legally competent to sign them on behalf of the firm / company as the case may be.
- (ii) The tenderer shall give full details of the constitution of the Firm / Company and **shall also submit following DOCUMENT (*as applicable*), in addition to DOCUMENT mentioned above:**
  - (a) **Sole Proprietorship Firm:** The tenderer shall submit the notarized copy of the affidavit in support of Proprietorship.
  - (b) **Partnership Firm:** The tenderer shall submit self-attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract.
  - (c) **Companies registered under Companies Act-1956:** The tenderer shall submit (i) the copies of Memorandum of Association (MOA) and Articles of Association (*AOA*) of the company; and (ii) Power of attorney (*duly registered / notarized*) by the company (*backed by the resolution of Board of Directors*) in favor of the individual, signing the tender on behalf of company.
- (iii) If it is mentioned in the tender submission that it is being submitted on behalf of / by a sole

Proprietorship Firm / Partnership Firm/ Registered Company etc. but above-mentioned DOCUMENT (*as applicable*) is not enclosed along with tender, the tender ***is liable to be rejected.***

After opening of the tender, any document pertaining to the constitution of the Firm etc. shall not be entertained / considered by NHIDCL, however, NHIDCL reserves the right to ask any clarification in regard to the same.

- (iv) The NHIDCL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the Firm made subsequent to the submission of tender. It may, however, recognize such power of attorney and changes after obtaining proper legal advice.

**6 General Instructions:**

- (i) For the purpose of this RFP document, a Business Entity shall mean a sole Proprietorship Firm/ Registered Partnership Firm / a company registered in India under the Companies Act 1956.
- (ii) **JV / Consortia shall not be eligible.**
- (iii) **Experience of a bidder as a member of consortia, for any project/work shall not be considered.**
- (iv) NHIDCL intends to appoint a single entity for the assignment. The aggregated block estimated cost of the project, for which, consultancy service is required, is expected to be around Rs 50.0 Cr + GST Extra.

NHIDCL shall also have the discretion to increase or decrease the scope of services under the assignment.

- (v) The DPR Consultancy Team shall comprise a Team of professionals headed by the Team Leader. The Team Leader shall be responsible for overall design, coordination and management of all the project assignment.
- (vi) Team leader shall be deployed within 10 days after issuing LOA by NHIDCL whereas the other members of consultant Team shall be deployed within 15 days after issuing LOA by NHIDCL or as decided by NHIDCL as per the requirement of the project.

**The general composition of the DPR shall be as follows: Refer Appendix N**

- (vii) However, the exact composition of the team shall consist of any or all the above-mentioned functionaries depending on the requirement of the project. It could also consist of more/less than the number of one type of functionaries, as decided by NHIDCL depending on the requirement of the project. The deployment of the personnel (*continuous or intermittent*) at site shall be done on approval of NHIDCL and decision of NHIDCL in this regard would be final.
- (viii) Maximum age for the personnel in the DPR consultancy services shall be 58 years for Team Leader and 55 years for other members of the DPR team. However, the maximum age can be relaxed by NHIDCL in case of exceptionally deserving candidate.
- (ix) The bidder is required to submit the CVs of the members of the team proposed for deployment as set out in the RFP, which shall be evaluated as provided in the RFP. The personnel proposed in the team shall be required to attend NHIDCL office for personal interview at their cost. If a person proposed for any position is not found suitable by NHIDCL, another CV shall be submitted and the same procedure shall follow till a suitable person for the given position is approved.



- (x) NHIDCL intends to adopt a **two-packet system** bidding process for selection of Project Management Consultant for the assignment. Terms of References and Scope of Service is set out in **Section-4**.
- (xi) The Proposals received from eligible consultants shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) proposal for the Assignment. Any Bidder who submits more than one Proposal for the Assignment **shall be disqualified**. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
- (xii) The Successful Bidder is required to enter into a Consultancy Agreement with NHIDCL and the draft of the same is set out in Appendix C. The fees shall be paid to the Successful Bidder by NHIDCL in the manner as set out in this RFP document / Consultancy Agreement.
- (xiii) The Proposal shall remain valid for a period not less than 120 days from the Proposal Due Date (*Proposal Validity Period*). NHIDCL reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

#### **7— Earnest Money:**

#### **8. Cost of Tender DOCUMENT downloaded from internet:**

- (i) Tender document is available on [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.nhidcl.com](http://www.nhidcl.com) and the same can be downloaded and used as tender DOCUMENT for submitting the offer. The cost of tender document as mentioned in NIT shall be deposited by the tenderer in the form of Demand Draft (DD) or RTGS in favor of NHIDCL payable at Shillong from any Nationalized or Indian Scheduled Commercial Bank only.
- (ii) The physical form (*originals*) of Bid Security Declaration & Cost of Bid Document shall be sealed in one envelope (*mentioning heading on top as “Bid Security Declaration & Cost of Bid Document” along with Tender No., Name of work and Name & address of Tenderer*) and should be submitted to Executive Director (Project), RO-Shillong, NHIDCL on or before the last date & time of Bid submission.
- (iii) Tenderer to note that, if the cost of bid document (*in the manner specified above*) is not received in original (*before bid submission date & time*) in the office of Executive Director (Project), RO-Shillong, NHIDCL then, the tender would be **summarily rejected**.
- (iv) Also, scanned copy of the above DD/RTGS should be uploaded on E-Tender Portal as the proof of submission of Cost of Bid Document (*refer check list item no.2*).
- ~~(v) Please note that the cost of the tender document & Earnest Money Deposit should be paid separately and not to be clubbed together.~~

#### **9. Clarifications and Amendments to RFP DOCUMENT:**

- (i) Bidders may request a clarification of any of the issue related to the RFP document up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The responses of NHIDCL will be uploaded in the website [www.eprocure.gov.in](http://www.eprocure.gov.in), without identifying the source of inquiry.
- (ii) At any time before the proposal due date, the NHIDCL may, whether at its own



initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.nhidcl.com](http://www.nhidcl.com) only. The amendments shall be binding on the bidders. To give bidders reasonable time to take an amendment into account in their proposals, the NHIDCL may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice on E-tender Portal only. In case there is a substantial change in RFP, NHIDCL may publish the revised RFP. Revised RFP will be uploaded on E-Tender portal [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.nhidcl.com](http://www.nhidcl.com) only.

#### 10 Conflict of Interest:

NHIDCL policies require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the NHIDCL's interest's paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other NHIDCLs, or that may place them in a position of not being able to carry out the assignment in the best interest of NHIDCL. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and **shall not be engaged under any of the circumstances set forth below:** -

- (i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- (ii) If a consultant is associated with or affiliated to a consultant or manufacturer; or
- (iii) If a consultant is owned by a consultant or a manufacturing firm for the projects(s) under assignment. offering services as bidders for the consultant should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the consultant will limit its role to that of a consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (*subject to adjustment by NHIDCL in special cases*), that may emerge from this assignment (*including bidding or any part of the future project*). The contract with the consultant selected to undertake this assignment will contain an appropriate provision to such effect; or
- (iv) If there is a conflict among consulting assignments, the consultant (*including its personnel*) and any subsidiaries or entities controlled by such consultant shall not be engaged for the relevant assignment.

#### 11 Fraud and Corruption:

NHIDCL requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the NHIDCL:

- (i) Defines, for the purposes of this provision, **the terms set forth below as follows:**
  - (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the consultant selection process or in contract execution;
  - (b) "Fraudulent practice" means a representation or omission of facts in order to influence a selection process or the execution of a contract;
  - (c) "Collusive practices" means a scheme of arrangement between two or more bidders, designed to influence the action of any party in a consultant selection process or the

execution of a contract;

- (d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a consultant selection process, or affect the execution of a contract; and
- (ii) NHIDCL will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (iii) NHIDCL will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in NHIDCL-financed activities if it at any time collusive or coercive practices in competing for, or in executing, an NHIDCL-financed contract; and
- (iv) NHIDCL will have the right to require that, in consultant selection documentation and in contracts financed by the NHIDCL, a provision be included requiring bidders to permit the NHIDCL or its representative to inspect their accounts and records and other DOCUMENT relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the NHIDCL.

**12 Security Deposit:**

- (i) The security deposit, the rates for which are given below, may be deposited by the consultant or may be recovered by percentage deduction (10%) from the consultant’s “on account” bills. Provided also that in case of defaulting consultant the NHIDCL may retain any amount due for payment to the consultant on the pending “on account bills” so that the amounts so retained may not exceed 5% of the total value of the contract.
- (ii) **Recovery of Security Deposit:** - Unless otherwise specified in the contract agreement, if any, the Security Deposit / rate of recovery / mode of recovery shall be as under:
  - (a) Security Deposit for each work should be 5% of the contract value.
  - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
  - (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (b) below); FD etc. shall be accepted towards Security Deposit.
- (iii) Security deposit shall be returned to the consultant after the expiry of the Defect Liability Period in all the cases other than Note (a) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the consultant and that there is no due from the consultant to NHIDCL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the consultant concerned should be obtained.

**Note:**

- a) After the work is physically completed, security deposit recovered from the running bills of a consultant can be returned to him if he so desires, in lieu of FDR / irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- b) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.
- (iv) **No interest** will be payable upon the Security Deposit or amounts payable to the

**13 Performance Guarantee (P.G.):**

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the consultant fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated. The failed consultant shall be debarred for 1 years from participating in tender of NHIDCL/MoRTH/NHAI.
- (b) The successful bidder shall submit the Performance Guarantee in the following form amounting to 3% of the contract value: -
  - Irrevocable Bank Guarantee
- (c) The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the contract agreement. The agreement should normally be signed within 30 (thirty) days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This P. G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the consultant shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the consultant will not change for variation up-to 25% (either increase or decrease).

In case, during course of execution, value of contract increases by more than 25% of the original contract value, an additional performance guarantee amounting to 5% (Five percent) for the excess value over the original contract value shall be deposited by the Consultant.

On the other hand, if the value of the Contract decreases by more than 25% of the original contract value, performance guarantee amounting to 5% (Five percent) of the decrease in contract value shall be returned to consultant. The PG amount in excess of required PG for decreased contract value, available with NHIDCL shall be returned to consultant as per their request duly safeguarding the interest of NHIDCL.

The procedure to release “Excess PG available with NHIDCL with respect to required **PG for decreased contract value**” will be as under:

- Consultant shall submit his request to release current PG, along with submission of a revised PG of requisite amount as notified/communicated by NHIDCL.
  - NHIDCL shall duly verify and confirm the genuineness of revised PG as per concurrent guidelines.
  - After confirmation regarding genuineness of revised PG of requisite value, earlier PG can be released.
- (e) The performance Guarantee (PG) shall be released after the physical completion of the work based on the ‘completion certificate’ issued by the competent authority stating that the Consultant has completed the work in all respects satisfactorily. The security deposit shall, however, be released only after the expiry of the defect liability period and after passing the final bill based on ‘No Claim Certificate’ from the Consultant.

- (f) **Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed.** The balance work shall be got done independently without risk and cost of the failed Consultant, the failed Consultant shall be debarred from participating in the tender for executing the balance work. If the failed Consultant is a JV or a partnership firm, then every member / partner of such a firm shall be debarred from participating in the tender for the balance work in his / her individual capacity or as a partner of any other JV / partnership firm.
- (g) The Employer shall not make a claim under the Performance Guarantee except for amounts to which, the NHIDCL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- Failure by the Consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Employer may claim the full amount of the Performance Guarantee.
  - Failure by the Consultant to pay NHIDCL any amount due, either as agreed by the Consultant or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of the notice to the effect by Employer.
  - The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the NHIDCL.

#### **14 Execution of Contract Agreement:**

The Tenderer whose tender is accepted shall be required to appear in person at the office of ED(P), RO-Shillong, NHIDCL or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 30 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case, the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, NHIDCL may determine that such tenderer has abandoned the contract and there upon, his tender and acceptance thereof shall be treated as cancelled and NHIDCL shall be entitled to debarred the bidders for 1 year from participating in tender of NHIDCL.

#### **15 Indemnity by Consultant:**

The Consultant shall indemnify and save harmless the NHIDCL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the NHIDCL by reason of any act or omission of the Consultant, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

#### **16 Right of Rejection:**

The NHIDCL reserves the right to reject any proposal that does not address all the requirements of the RFP. In addition, the NHIDCL reserves the right to accept or reject any proposal submitted by the Consultants, and to cancel the RFP process and reject all proposal submissions at any time, without thereby incurring any liability to the affected Consultant or any obligation to inform the affected Consultant the grounds for NHIDCL's action.

#### **17 Disqualification:**

The Selection Committee may disqualify bids on account of but not limited to the **following reasons:**

- (i) If received after the last date and time.
  - (ii) If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in calculation of the consultancy fee
  - (iii) If the participant attempts to influence any member of the selection board.
  - (iv) Conditional bids.
- The decision of the selection committee in the matter of disqualification shall be final and binding on the firms.

18 **Termination of Bid:**

- (i) Against all expectations entertained by NHIDCL, if none of the participating firms could be declared by the selection committee as the winner of the bid, the bidding will be regarded as terminated.
- (ii) NHIDCL reserves right to accept or reject only / all bidders including the lowest bidder without assigning any reason(s) whatsoever.

19 **Settlement of Disputes:**

The decision of the Selection Committee shall be final & binding on participating firms. In the event of any grievance, the aggrieved party may make a representation before the NHIDCL, within 3 working days of the announcement of the successful bidder. The NHIDCL will decide upon the issue raised by said aggrieved party and will give it finding in writing within 15 days of receipt of said representation. The findings of ED NHIDCL / RO-SHILLONG will be final and binding upon the aggrieved party.

20 **Additional Information:**

**The NHIDCL reserves the right to:**

- (i) Postpone and / or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof, entirely at the discretion of the NHIDCL. In such an event, consulting firms shall not be entitled to any compensation in any form, whatsoever.
- (ii) Reject or accept proposals; and
- (iii) Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give any reasons for the decision in the consultation with the Selection Committee.

21 **Brief Description of Work:**

On behalf of President of India, National Highways and Infrastructures Development corporation Limited, herein after referred to as 'NHIDCL' is inviting e-tenders from reputed Firms/ Companies (*having requisite experience and financial capacity*) for providing CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT including BID DOCUMENTS for the following work:

**" WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA."**

The scope of consultancy services includes the soil investigation, preparation of detailed design, estimates and RFP documents for tendering of **Civil, Plumbing & Sanitation, Electrical, Fire-fighting, HVAC, Interiors, Landscape & Other related services works**. The building is a varies from G to G+2 storey **RCC framed structure** with approx. carpet/ floor area of 9900 sqm.

- (i) **Estimated cost of the project for which DPR consultancy is required:**

Rs. 50.0 Crore + GST Extra (*Project cost is indicative that may increase or decrease and actual consultancy fee would be based on final cost of completed project excluding GST*).

**SECTION-3**  
**PREPARATION & SUBMISSION OF PROPOSAL**

**Preparation & Submission of Proposal**

**1) General Instructions (*for only E-Tendering system*):**

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new

methodology for conducting Public Procurement in a transparent and secured manner.

Words in capital and not defined in this document shall have the same meaning as in “BID DOCUMENT”.

**A) Accessing / Purchasing of Bid Document:**

- (i) It is mandatory for all the Bidders to have class-III digital signature certificate (*in the name of person who will sign the Bid*) from any of the licensed certifying agency (“CA”) [*Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)*] to participate in e-tendering.
- (ii) To participate in bidding, Bidders have to pay a sum of Rs. 10,000/- + GST @ 18% i.e. Rs. 11,800/- (*Rs. Eleven Thousand & Eight Hundred Only*) as a cost of the BID DOCUMENT (*non-refundable*). Please refer Section-2 of RFP Document.

**B) Preparation & Submission of Tender:**

- (i) The Bidder must read all the instructions in the RFP DOCUMENT and submit the tender accordingly.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory, holding Power of Attorney and Digital Signatory are not the same, the ***bid shall be considered non-responsive***.
- (iii) Before quoting the rate and uploading the ‘Financial Bid’, bidders are advised to upload scanned copies of all the requisite DOCUMENT (*Item No.1 to 17 mentioned in “Check List of the tender document”*) in the document library of E-Tender Portal. Thereafter, attach all these DOCUMENT in the particular Tender through E-Tender Portal.
- (iv) Similarly, the bidders are required to download the tender document (*Item No.18 of the Check List of the tender document* and Addendum/Corrigendum (*if any*) (*Item No.19 of the Check List of Tender Document*) from the E-Tender Portal (*in PDF Format*) and upload the same through digital signature in the document library of the E-Tender Portal. Thereafter, attach all these DOCUMENT in the particular Tender through E-Tender Portal.
- (v) After uploading above DOCUMENT in the document library and thereafter attaching the same in tender document, bidders should quote their rates in the downloaded ‘Financial Bid’ file (*Item No. 20 of the Check list of Tender Document*) and save the file on their computer. After saving, the bidder can upload the duly filled in file at E-Tender Portal. The name of the downloaded ‘Financial Bid’ (*‘Financialbid.xls’*) file should not be changed.
- (vi) However, Bid Security Declaration should be submitted to NHIDCL as mentioned in Section 2- Instructions to Bidders & Eligibility Criteria in the RFP Document.

**C) Modification / Substitution/ Withdrawal of bids:**

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission, but prior to the Bid Due Date & time. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date & time.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date & time (*unless the same has been expressly sought for by the Authority*) shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.

**D) Pre-Bid Meeting:**

- (i) Bidders may request for a clarification on any Clause(s) of the RFP Document on or before the



date of Pre-Bid meeting. Any request for clarification must be sent in writing, or by standard electronic means to NHIDCL. NHIDCL will respond in writing or by standard electronic means and will send written copies of the response (*including an explanation of the query but without disclosing the source of query*) to all Bidders. If NHIDCL deem it necessary to amend the RFP Document as a result of clarification or any other reason, it shall do so.

- (ii) At any time before the submission of tender, NHIDCL may modify/amend the RFP document and extend the last date of submission/opening of the tender by issuing a corrigendum/addendum.
- (iii) Any Corrigendum/Addendum thus issued shall form part of RFP document and shall be posted only on tender portal and the Bidders are thus advised to update their information by using said website [www.eprocure.gov.in](http://www.eprocure.gov.in). To give the Bidders reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, NHIDCL may at its discretion, extend the deadline for the submission/opening of the tender.
- (iv) A Pre-Bid meeting with the prospective Bidders will be conducted as per the scheduled date & time mentioned in the NIT. However, if any change occurs in date & time of the meeting then it would be communicated through Tender Wizard portal only.

#### E) Opening and Evaluation of Bids:

- (i) Opening of Bids will be done through online process.
- (ii) Tender will be opened at the scheduled date & time as mentioned in the NIT, in the office of ED(P), RO-Shillong, NHIDCL in the presence of the tenderers or their representatives as may be present at the prescribed date and time.
- (iii) After the opening of “TECHNICAL BID” of all the tenderers, these bids shall be scrutinized and analyzed. If, found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be short listed.
- (iv) The **FINANCIAL BID** shall be opened on a subsequent date and time duly notified well in advance. The Financial bids of only those tenderers shall be opened who are short listed after scrutiny of their Technical bid. The Financial bid of the tenderers who do not qualify during scrutiny of Technical bid shall not be opened.

#### 2) Clause applicable for tender DOCUMENT downloaded from Internet:

- (i) Tenderer/s is free to download tender DOCUMENT at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer.
- (ii) After award of the work, an agreement will be drawn up.

#### 3) Care in Submission of Tenders:

- (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all-inclusive.
- (ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. **Tenders will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.**



- (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to NHIDCL immediately after the award of contract, without which no payment shall be released to the Consultant. The Consultant shall be responsible for deposition of applicable GST to the concerned authority.

#### 4) Taxes, Duties etc.:

- (i) GSTIN of NHIDCL will be provided to the Consultant along with the letter of acceptance (*LOA*).
- (ii) Payment to the Consultant will be subjected to TDS as per rules in force from time to time. The tax deduction at source (*TDS*) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Consultant by the NHIDCL.
- (iii) Consultant shall submit GST compliant tax invoice containing (*GSTIN of NHIDCL*) and all the particulars as stipulated under invoice rules of GST law. Payment shall be made to the Consultant only after submission of GST compliant tax invoice.
- (iv) No reimbursement on account of increase/decrease in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Bidder has to make his own assessment of the impact of future variation (*if any*) in rate of taxes/duties/levies etc. in his price bid.
- (v) All other applicable taxes and duties has to be paid by firm.

#### 5) Other Instructions:

- (i) The Consultants must read the RFP document carefully and submit their bids in strict conformity with the requirements as given in the document. The proposal and related correspondence and DOCUMENT shall be written in English language.
- (ii) The Consultants are advised to acquaint themselves with all information including risks, contingencies and other circumstances in execution of the work at their own risk, responsibilities and cost. Consultants are advised to visit site at their own cost and familiarize themselves with the site.
- (iii) All the persons working for the consultant are also supposed to follow the highest level of work ethics. If any such person indulges in corrupt and fraudulent practices, the Consultant is liable to be disqualified.
- (iv) The Consultant is expected to ensure that person of proven ability and adequately qualified are only employed at site and they work diligently. If client finds any Engineer/ other personnel not up to the mark, the consultant shall withdraw such person(s) from site and replace him / them by posting new ones. In case, an Engineer(s) resigns from his / their employment or is transferred to some other assignment, the consultant shall immediately provide a substitute of equivalent caliber. Consultant shall not make any changes in the personnel deployed by him without prior permission of client.
- (v) Consultants are advised to understand carefully entire scope of work and allied activities involved in the execution of the project.
- (vi) NHIDCL reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof.
- (vii) For the items included in “Scope of Work” for consultant the elaboration / description of work

will not be ground for claiming additional fee or remuneration.

**(viii) A conditional bid is liable to be rejected.**

(ix) The proposal on submission by the Consultants shall become the property of the NHIDCL.

**SECTION-4**

**EVALUATION AND SELECTION CRITERIA**

## SECTION –4 EVALUATION AND SELECTION CRITERIA

### 1) General:

The DPR consultancy will be selected based on the total of weighted marks of technical bid & financial bid. There will be a marking system in financial & technical bid having **30% and 70% weightage** respectively in a scale of 100 marks. Firm with the highest weighted marks after final evaluation will be selected.

### 2) Selection Criteria:

- (i) Rather than automatically accepting the lowest price, the tender evaluation process applies weighting for skills, quality, experience and previous performance in a manner to ensure value for money.
- (ii) To assess tenders, a system of criteria intended to encapsulate the competence of the tendering organization to undertake the project is used to rate the firm's bid.
- (iii) All relevant information requested in the RFP DOCUMENT and provided with the RFP is used in the RFP evaluation.
- (iv) Selection criteria are intended to assess the competence of the tendering organizations to achieve the required project outcome and are used to rate each of the tenders.

### 3) Criteria for Evaluation:

#### (i) Evaluation of Technical Offers:

- (a) Only those Tenderers whose tenders are found responsive and who meet the eligibility criteria specified in Clause-3 of Section-2 shall qualify for evaluation under this section. Tenders not meeting with the requirements at any stage as specified above shall be rejected. Tenderers will be evaluated on the basis of Tenderer's relevant experience. Only those Tenderers whose Technical Offer score **60 (sixty) marks or more** out of 100 (*Hundred*) marks shall qualify for further consideration and selection. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score and Financial Bids of such failed bidders will not be opened.

(b) The scoring criteria to be used for evaluation of technical offer shall be as follows:

Item Code	Parameter	Maximum marks	Criteria
1.	Firm's Relevant Experience	100	<p>For completed / substantially completed Eligible Assignments as defined in Clause-3 of Section-2, marks will be allotted as per the following:</p> <ol style="list-style-type: none"> <li>1) For <b>one substantially</b> completed Eligible Assignment: <b>67</b> marks</li> <li>2) For <b>one completed</b> Eligible Assignment: <b>73</b> marks</li> <li>3) For <b>two substantially completed</b> Eligible Assignments: <b>73</b> marks</li> <li>4) For <b>more than two substantially completed</b> Eligible Assignments: <b>80</b> marks</li> <li>5) For <b>one completed and one substantially completed</b> Eligible Assignment: <b>80</b> marks.</li> <li>6) For <b>one completed and two or more substantially completed</b> Eligible Assignments: <b>83</b> marks</li> <li>7) For <b>two completed</b> Eligible Assignments: <b>87</b> marks</li> <li>8) For <b>two completed and one substantially completed</b> Eligible Assignment: <b>93</b> marks.</li> <li>9) For <b>two or more completed and two or more substantially completed</b> Eligible Assignments: <b>100</b> marks</li> <li>10) <b>Note</b> -The meaning of substantially completed assignment is defined in Clause – 3 (ii)(c) of Section-2.</li> </ol>

- (c) NHIDCL will notify the Consultant who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids through notification on E-Tender Portal.

**(ii) Financial Bid Opening and Bids Evaluation:**

- (a) The Financial Bids will be opened publicly in the presence of bidders' representatives who choose to attend. The name of the bidders, their technical scores and the proposed quote will be read aloud and recorded when the Financial Bids are opened.
- (b) Prior to evaluation of the Financial Bids, the Evaluation Committee will determine whether the Financial Bids are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- (c) The rate quoted by the bidder in the Financial Bid shall be deemed as final and reflecting the total cost of services. The evaluation shall be inclusive of all taxes, duties, levies but excluding GST under the Applicable Law of the land.

**4) Award of contract:**

**(i) Selection of Bidder for Award of Work:**

The final selection of the tenderer for the award of work will be based on the scores secured by it in the Evaluation of Technical Bid and the price quoted by it in the financial bid as detailed below:

- (a) **70% weightage** will be considered for Technical Score (TS) obtained in the Evaluation of Technical Bid
- (b) **30% weightage** will be considered for the price quoted by the bidder in the financial bid, this will be termed as financial score (FS).

Financial score of the proposals will be determined using the following formula:

$FS = 100 \times (FL/F)$  where FS is the financial score of an applicant. FL is the lowest financial proposal among all and F is the financial proposal of the particular applicant.

- (c) For the purpose of calculation of Composite score (S) for each bidder, the weightage shall be **70%** for the Technical Score (TS) and **30%** for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$S = TS \times 0.70 + FS \times 0.30.$$

Tenderers will be ranked accordingly to their Composite Scores and will be listed in the order of merit as H 1, H 2 and H 3 and so on. The top scorer (H 1) would be eligible and may be invited for negotiations (*if required*) and shall be recommended for award of work accordingly.

In case of a tie (having same composite score), the bidder getting higher technical score will be ranked higher.

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## **Section-5 CONDITIONS OF CONTRACT**

## CONDITIONS OF CONTRACT

### 1. Definitions

For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) The word "**Employer**" or "**Company**" or "**Owner**" or "**Client**" wherever occurs in the conditions, means NHIDCL, represented at Head Quarters of the Company by the Managing Director or his authorized representatives or any other officer specially deputed for the purpose who will employ the consultant.
- b) The word "**Principal Employer**" wherever occurs, means the officer nominated by the Company to function on its behalf.
- c) The word "**Consultant/ Consultants**" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
- d) **Approved** means approved by NHIDCL's Engineer-in-Charge in writing including subsequent confirmation of previous approval and 'Approval' means approval by NHIDCL's Engineer-in-Charge in writing as abovesaid.
- e) **Applicable Law** means the laws and any other instruments having the force of law in the Government's country as they may be issued and in force from time to time.
- f) **Firm /Consultant** mean any private or public entity that will provide the Services to NHIDCL under the Contract.
- g) **Building** shall mean the Construction of proposed building.
- h) **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between NHIDCL and the consultant, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- i) **Contract Price** means the price to be paid for the performance of the Services, in accordance with Section-5.
- j) **Engineer-in-Charge** means the Engineer of NHIDCL, the name of whom is intimated through letter of award, or his representative as may be duly appointed and authorized in writing by him to act as "Engineer-in-charge" on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
- k) **Estimated Cost** means estimated cost put to tender for inviting financial bid from the firm/Consultant for Architectural planning, designing and detailing.
- l) **In writing** means communicated in written form with proof of receipt.
- m) **Language** means all documents and correspondence in respect of this contract shall be in English Language.

n) **Letter of Award (LOA)/Letter of Intent (LOI)** shall mean NHIDCL's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.

o) **Month** means English Calendar month 'Day' means a Calendar Day of 24 Hrs each.

p) **NHIDCL** shall mean National Highways Infrastructure Corporation Limited is a fully owned company of the Government of India with its registered office at 3RD FLOOR, PRESS TRUST OF INDIA BUILDING, 4, PARLIAMENT STREET, NEW DELHI – 110001 or its administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.

q) **Owner/Client** means the Government, Organization, Ministry, Department, and Society, Cooperative etc. which has awarded the work / project to NHIDCL and on whose behalf NHIDCL is entering into the contract and getting the work executed.

r) **Site** shall mean the site of the contract/ Architectural works including any building and erection thereon and any other land adjoining thereto(inclusive) as aforesaid allotted by NHIDCL or the Engineer for the contract's use.

s) **Services** means the work to be performed by the Consultant pursuant to this Contract, as described in Bid Document.

t) **Sub-Consultants** means any person or entity to whom /which the Consultant subcontracts any part of the Specialized Services.

u) **Writing** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.

v) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.

w) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.

x) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the consultants firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail/e-mail to the last business address known to him who gives the notice.

y) **"The constructional plant"** means all appliances, tools, plants or machinery of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

z) **"Drawings"/"Plans"** shall mean all:

- drawings furnished by the owner with the bid document, if any, as a basis for proposals,
- working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
- subsequent working drawings furnished by the owner in phases during progress of the work, and
- drawings, if any, submitted by the consultant as per provision of the contract and duly approved by the owner.

aa) **"Codes"** shall mean the following, including the latest amendments, and/or replacements, if any:



- Bureau of Indian Standards relevant to the works under the contract and their specifications.
  - Indian Electricity Act and Rules and Regulations made there under.
  - Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.
- bb) **“Consultant”** means Architectural, Engineering, Supervision and Quality Control Consultant and includes sub-consultant and their Personnel engaged for carrying out of services under this agreement;
- cc) **“Personnel”** means persons hired by the Consultants or by any sub-consultant as employees and as- signed to the performance of the Services or any part thereof;
- dd) **“Party”** means the Client or the Consultants, as the case may be, and Parties means both of them;
- ee) **“Project”** means ‘Architectural & Engineering’ and/or Supervision & Quality control work described in tender document.
- ff) **“Sub-Consultant”** means any entity to which the consultant sub-contracts any part of the services in accordance with the provisions of tender document and;
- gg) **“Third Party”** means any person or entity other than the Government, the Client, or the Consultants;

#### **General Condition of Contract:**

##### **1. Relationship between the Parties:**

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between NHIDCL and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services conforming to all statutory requirements with respect to the personnel deployed and providing all appropriate benefits to them and shall be fully responsible for the Services performed by it or on its behalf. The Agreement shall commence on the date it is executed by the Parties.

##### **2. Governing Law and Jurisdiction**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and the Courts at shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

##### **3. Language**

This Contract has been executed in the language specified in the contract agreement, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

##### **4. Table of Contents and Headings**

The table of contents, headings or sub-headings in this agreement are for convenience for reference only and shall not be used in, and shall not limit, alter or affect the construction and interpretation of this Contract.

##### **5. Notices**

- 5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, facsimile or e- mail to such Party at the address specified in the contract agreement.

5.2 Notice will be deemed to be effective as specified in the contract agreement.

5.3 A party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the contract with respect to Clause 5.2.

## **6. Location**

The Services shall be performed at such locations as are specified in **Letter of Acceptance** hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

## **7. Authority of Member in Charge**

In case the Consultants consist of a joint venture of more than one entity, with or without an Associate the Members hereby authorize the entity specified in the contract agreement to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

## **8. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the contract agreement.

## **9. Taxes and Duties**

The Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

## **10. Commencement, completion, modification and termination of contract**

### **10.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the contract agreement have been met.

Note : - a) The contract has been approved by NHIDCL.

b) The consultant will furnish within stipulated time of the issue of letter of acceptance, an unconditional Bank Guarantee as mentioned in clause section II 12.

### **10.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the contract agreement, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

Note : - The time period shall be "one months" or such other time period as the parties may agree in writing.

### **10.3 Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified below : -

Note : - The time period shall be "one months" or such other time period as the parties may agree in writing.

### **10.4 Expiration of Contract**

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Unless terminated earlier pursuant to Clause 10.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified below :-

Note : - The time period shall be months or such other time period as the parties may agree in writing.

## **10.5 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## **10.6 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 16.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

## **10.7 Force Majeure**

### **10.7.1 Definition**

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **10.7.2.1.1. No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **10.7.3 Measures to be Taken**

- a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of

- normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **10.7.4 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **10.7.5 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### **10.7.6 Consultation**

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **10.8 Suspension**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

### **10.9 Termination**

#### **10.9.1 By the Client**

The Client may, by not less than fifteen (15) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than thirty (30) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause 10.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations under, as specified in a notice of suspension pursuant to Clause
  - (b) 10.8 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
  - (c) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
  - (d) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 16 hereof;
  - (e) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
  - (f) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than fifteen (15) days; or
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- (g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (h) If the Consultant, in the judgment of the NHIDCL has engaged in corrupt or fraudulent practices in executing the Contract.
- (i) If the Consultants submit to the NHIDCL a statement which has a material effect on the rights, obligations or interests of the NHIDCL and which the Consultants know to be false;

#### **10.9.2 By the Consultants**

The Consultants may, by not less than fifteen (15) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 10.9.2, terminate this Contract:

- a) if the Client fails to pay any money due to the Consultants pursuant to this contract and not subject to dispute pursuant to Clause 16 hereof within thirty (30) days after receiving written notice from the Consultants that such payment is overdue;
- b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than fifteen (15) days; or
- d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

#### **10.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses 10.2 or 10.9 hereof, or upon expiration of this Contract pursuant to Clause 10.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 11.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 11.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

#### **10.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 10.9.1 or 10.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses 11.9 or 11.10 hereof.

#### **10.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 10.9.1 or 10.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (i) remuneration pursuant to Clause 14 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) reimbursable expenditures pursuant to Clause 14 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 10.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

#### **10.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 10.9.1 or in Clause 10.9.1 hereof has occurred, such Party may, within thirty days (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 16 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **11. OBLIGATIONS OF THE CONSULTANTS**

#### **11.1 General**

##### **11.1.1 Standard of Performance**

The Consultants shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants or Third Parties.

##### **11.1.2 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub consultants, as well as the Personnel and agents of the Consultants and any Sub consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

#### **11.2 Conflict of Interests**

##### **11.2.1 Consultants not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 14 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

##### **11.2.2 Consultants and Affiliates not to be otherwise interested in Project**

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The Consultants agree that, during the term of this Contract and after its termination, the

Consultants and any entity affiliated with the Consultants, as well as any Sub consultant and any entity affiliated with such Sub consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### **11.2.3 Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

### **11.3 Confidentiality**

The Consultants, their Sub consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **11.4 Liability of the Consultants**

Subject to additional provisions, if any, set forth **below**, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

(a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services

### **11.5 Insurance to be taken out by the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the note, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

Note : - The risks and the coverage shall be as follows:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.

(b) Third Party liability insurance with a minimum coverage, for Rs.0.5 million for the period of consultancy.

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(c) i. The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of Five years beyond completion of Consultancy services or as per Applicable Law, whichever is higher.

ii. The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

iii. The policy should be issued only from an Insurance Company operating in India.

iv. The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.

v. If the Consultant enters into an agreement with NHIDCL in a joint venture or 'in association', the policy must be procured and provided to NHIDCL by the joint venture/in association entity and not by the individual partners of the joint venture/ association.

vi. The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of NHIDCL. The insurance company may provide an undertaking in this regard.

(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

## **11.6 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and upto one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

## **11.7 Consultants' Actions requiring Client's prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) appointing such members of the Personnel as are listed in Appendix;
  - b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
  - c) any other action that may be specified in the contract agreement.
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## **11.8 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in **contract agreement** here to, in the form, in the numbers and within the time periods set forth in the said Appendix. Reporting stages, review progress and checklist shall be as reflected in the DPR.

## **11.9 Documents prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents, shall be as specified note.

Note : - The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

## **11.10 Equipment and Materials furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value

## **12. CONSULTANTS' PERSONNEL**

### **12.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### **12.2 Description of Personnel**

- a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Professional / Sub Professional Personnel are described in Appendix.
  - b) If required to comply with the provisions of Clause 11.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional / Sub Professional Personnel set forth in Appendix may be made by the Consultants by written notice to the Client, provided
    - (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and
    - (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
  - c) if additional work is required beyond the scope of the Services specified in contract agreement, the estimated periods of engagement of Key Personnel set forth in Appendix may be increased by agreement in writing between the Client and the Consultants.
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### **12.3 Approval of Personnel**

The Key Personnel and Sub consultants listed by title as well as by name in Appendix B are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty- one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

### **12.4 Working Hours, Overtime, Leave, etc.**

- a) Working hours and holidays for Key Professional / Sub Professional Personnel are set forth in contract agreement hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country is specified in Appendix C hereto.
- b) The Key Professional / Sub Professional Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in contract agreement hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff- months of service set for in contract agreement. Any taking of leave by Personnel shall be subject to the prior approval of the Client by the Consultants, who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

### **12.5 Removal and/or Replacement of Key Personnel**

Removal and/or replacement of Key Personnel shall be regulated as under:

- 12.5.1 In case notice to commence services pursuant to Clause 10.1 of this Contract is not ordered by Client within 60 days of signing of contract the key personnel can excuse themselves on valid grounds, e.g., selection on some other assignment, health problem developed after signing of contract, etc. In such a case no penalty shall be levied on the Firm or on the person concerned. The firm shall however be asked to give a replacement by an equal or better scoring person, whenever mobilization is ordered.
- 12.5.2 In case notice to commence services is given within 60 days of signing of contract the, the Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than three Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Replacement of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement. Replacement of one Key Personnel shall be permitted subject to reduction of remuneration equal to 5 % (five per cent) of the total remuneration specified for the Key Personnel who is proposed to be replaced. In case of second replacement the reduction in remuneration shall be equal to 10% (ten per cent) and for third and subsequent replacement, such reduction shall be equal to 15% (fifteen per cent). The maximum age limit of replaced key personnel shall be 65 years as on the date of submission of proposal for such replacement.
- 12.5.3 If the consultant finds that any of the personnel had made false representation regarding his qualification and experience, he may request the Employer for replacement of the personnel. There shall be no reduction in remuneration for such replacement. The replacement shall

however be of equal or better score. The personnel so replaced shall be debarred from future projects for 2 years.

12.5.4 Replacement after original contract period is over:

12.5.5 There shall be no limit on the replacements and no reduction in remunerations shall be made. The replacement shall however be of equal or better score.

12.5.6 If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or  
(ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide a replacement with qualifications and experience acceptable to him. For such replacement, there will be no reduction in remuneration.

12.5.7 If any member of the approved team of a consultant engaged by NHIDCL leaves that consultant before completion of the job, he shall be barred for a period of 6 months to 24 months from being engaged as a team member of any other consultant working (or to be appointed) for any other NHIDCL/ MoRTH projects.

## **12.6 Resident Team Leader and Coordinator**

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person from its Head Office as Project Coordinator who shall be responsible for day to day performance of the Services.

## **13 OBLIGATION OF THE CLIENT**

13.1 Assistance and Exemptions unless otherwise specified in contract agreement, the Client shall use its best efforts to ensure that the Government shall:

- a) provide the Consultants, Sub consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;
  - b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
  - c) facilitate prompt clearance through customs of any property required for the Services;
  - d) issue to officials, agents and representatives of the Government all
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such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

### **13.2 Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub consultants or the Personnel of either of them.

### **13.3 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 14.1(b),

### **13.4 Services, Facilities and Property of the Client**

The client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in contract agreement at the times and in the manner specified in said contract agreement, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 14.1(c) hereinafter.

### **13.5 Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 14 of this Contract.

## **14. PAYMENT TO THE CONSULTANTS**

### **14.1 Cost Estimates: Ceiling Amount**

- a) An abstract of the cost of the Services payable in local currency (Indian Rupees) is set forth in contract agreement.
- b) Except as may be otherwise agreed under Clause 10.6 and subject to Clause 14.1(c), the payments under this Contract shall not exceed the ceiling specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of the ceiling.  
Note : - The ceiling amount in local currency is Rs. .... Excluding Goods & Service Tax)
- c) Notwithstanding Clause 14.1(b) hereof, if pursuant to Clause 13.4 thereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 14.1(a) above, the ceiling set forth in Clause 14.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **14.2 Currency of Payment**

- (a) The payment shall be made in Indian Rupees.
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### 14.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) The Client shall cause to be paid to the Consultants an advance payment as specified in the contract agreement and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the contract agreement, such bank guarantee

(i) to remain effective until the advance payment has been fully set off as provided in the contract agreement, and ii) in such form as the Client shall have approved in writing.

**Note :** - No advance payment will be made

(b) **Payment Schedule**

**A. Schedule of payment:**

SL. No.	Services	Extent of Payment/ Percentage of Payable Fee
1	<b>For Architectural and allied services (including Engineering Services)</b>	100 %

The Consultant shall be paid in the following stages consistent with the work done: -

**(a) For Architectural and allied services (including Engineering Services):**

Stage	Milestone	Timeline	Payment
Stage 1	Submission of final QAP and Inception Report	<b>Within 10 DAYS from date of commencement of work</b>	5% of the total fees payable
Stage 2	Submission of Conceptual Project Report including Site (Layout) Plan of buildings and services, concept drawings of all buildings, Preliminary Estimate, giving Presentations on the schemes to NHIDCL/client and Incorporating modifications, if any, Obtaining its approval from NHIDCL/client.	<b>Within 30 DAYS from date of commencement of work</b>	10% of the total fees payable
Stage 3	Submission of building plan, elevation, sections, Architect drawings of the proposed project after approval from the employer preparing drawing for obtaining building permission from the statutory authorities.	<b>Within 50 DAYS from date of commencement of work</b>	15% of the total fees payable
Stage-4	Submission of detailed estimate and specifications of the project along with Detailed Project Report. (Not limited to Preparation and Submission of all drawings including Architectural, structural, internal and external utility services, finishing schedules etc. indicating complete scope, obtaining its approval from NHIDCL/client, if required. Submission of Detailed design calculations/ take-off sheets, complete Tender Documents including BoQ, Technical Specifications, List of	<b>Within 100 DAYS from date of commencement of work</b>	30% of the total fees payable

Stage	Milestone	Timeline	Payment
	recommended makes, Drawings, Analysis of rates, Detailed Estimate indicating cost separately for each sub-head.) And Approval of final DPR report, documents and drawings		
Stage-5	Approval of bid documents and draft civil works contract agreement along with technical schedules.		15% of the total fee payable
Stage-6	On submitting working drawings (good for construction Architectural drawings) and details required for commencement of work at site	<b>Within 120 DAYS from date of commencement of work</b>	15% of the total fee payable
Stage-7	(only executed work)		
	1) On completion of 20% of the work by value		2%of the total fees payable
	2) On completion of 40% of the work by value		2%of the total fees payable
	3) On completion of 60% of the work by value		2%of the total fees payable
	4) On completion of 80% of the work by value		2%of the total fees payable
	5) On virtual completion of the work by value		2%of the total fees payable

**Note:** Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit this certificate at the time of submission of bills to NHIDCL from time to time.

**Remuneration, Other Expenses, Provisional Sums and Contingency**

- a. No Payments to the consultant shall be made as Remuneration and Other Expenses, Provisional Sums and Contingency.
- b. No price adjustment of the remuneration rates, said remuneration shall be payable for the duration of the Contract. No Contingency shall be reimbursed to the consultant.

**Currency of Payment** - Any payment under this Contract shall be made in INR only.

Any sum falling due or any loss caused due to this agreement shall be recoverable by the client from the consultant.

No interest shall be payable to the Consultant on any payment due or award by any authority.

\* The Concerned Project Director or his authorized representative shall ensure and certify at least 5% test check of all the data collected by the Consultant before releasing the payment to the Consultant.

- (c) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the client the work pertaining to the preceding stage. The payment for the work of sub-soil investigation (Boring) will be as per plan approved by the client and will be paid as per actual at the rates quoted by the consultants. The payment for the quantity given by the client for boring will be deemed to be included in the above mentioned payment schedule. Any adjustment in the payment to the consultants will be made in the final payment only.
- (d) The Client shall cause the payment of the Consultants in Para 14.3 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

- (e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within forty five (45) day period, gives written notice to the Consultants specifying in detailed deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.  
Note : - The interest rate is: @ 12% per annum
- (f) All payments under this Contract shall be made to the account of the Consultants specified in the contract agreement.  
Note : - to be notified by CONSULTANT.
- (g) Efforts need to be made by the Consultant to submit the schedule reports of each road stretch / s of a package. However, due to reasons beyond the reasonable control of Consultant, if the schedule submission of reports / documents of each road stretch /s of a package is not done, the payment shall be made on pro-rata basis.

## **15 Responsibility for Accuracy of Project Documents**

### **15.1 General**

- 15.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.
- 15.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Structure Expert. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.
- 15.2.1 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

### **15.2 Retention Money**

As per section II clause 12

### **15.3 Penalty**

#### **15.3.1 Penalty for Error/Variation**

- i. If variation in project cost occurs due to Change of scope requests of more than 10% of the total project cost as estimated by the consultant and these change of scope requests arise due to
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deficiencies in the design provided by the consultant, the penalty equivalent to 4% of the contract value shall be imposed. For this purpose retention money equivalent to 4% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered by the client during the execution

- ii. If there is a discrepancy in land to be acquired during the execution of the project upto an extent of +/- 2% of the area of land, a penalty equivalent to 3% of the contract value shall be imposed. For this purpose retention money equivalent to 3% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered by the client during the execution. For discrepancy of more than + / - 2% of the area of land to be acquired, the firm shall be declared as non performing as per para 15.4.2.
- iii. If there is a variation in quantities of various items of utilities shifting during the execution of the project upto an extent of +/- 10% of the quantity estimated by the design consultant, a penalty equivalent to 3% of the contract value shall be imposed. For this purpose retention money equivalent to 3% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered by the client during the execution.

iv. For inaccuracies in survey/investigation/design work the penalties shall be imposed as per details given in Table below :-

S. No.	Activities	Penalty
1	Report Submission	If there is any delay in report submission, NHIDCL may impose a penalty upto <b>Rs.5000/-</b> ( <i>Rupees Five Thousand Only</i> ) from the running bill of DPR consultant.
2	Absent from Duties	For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 15 working days in a year or more than 5 working days at one time, the consultant shall deploy personnel of equal or higher qualification and experience under the intimation to NHIDCL. In the event of the failure of the consultant to do so, NHIDCL may impose a penalty upto <b>Rs.10,000/-</b> ( <i>Rupees Ten Thousand Only</i> ) from the running bill of DPR consultant.
3	Change of Manpower	If, there is any <b>change in manpower</b> a. Key personnel 1 time ( <i>Team Leader</i> ). b. Other professional 2 times. c. For any change in key personnel more than one time after confirmation, NHIDCL may impose a penalty upto <b>Rs. 50,000/-</b> ( <i>Rupees Fifty Thousand Only</i> ) on each change. d. For any change in other professionals during the work, NHIDCL may impose a penalty of <b>Rs 5000/-</b> .
5	Performance of the team members	If, the service of a team member provided by the Consultant is not acceptable to the NHIDCL, the Consultant shall replace the team member within 07 days of given such notice. If the Consultant fails to quickly deploy/replace a team member as instructed by the Employer, the Employer may make temporary arrangement. The temporary deployment/replacement shall be paid by the NHIDCL with Commensurate deduction from the running bill of the DPR consultant.

### 15.3.2 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However, in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted on case to case basis.



15.3.3 Total amount of recovery from all penalties shall be limited to 15% of the Consultancy Fee.

15.3.4 NHIDCL in process of evolving performance based rating system for DPR Consultants. Performance of Consultants shall be monitored by NHIDCL and will be taken into account in technical evaluation of future DPR projects. For this purpose, performance of Consultant in the current project shall also be taken into account to create rating of Consultant.

## **15.4 ACTION FOR DEFICIENCY IN SERVICES**

### **15.4.1 Consultants liability towards the Client**

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

### **15.4.2 Debarring / Non Performing**

In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of NHIDCL, the firm shall be declared as non-performing and the firm will not be eligible for participating in future projects of the Ministry (including NHA, NHIDCL, BRO, etc.) for a period of 5 years.

## **16. FAIRNESS AND GOOD FAITH**

### **16.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **16.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 17 hereof.

## **17. SETTLEMENT OF DISPUTES**

### **17.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### **17.2 Dispute Resolution**

17.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 17.3.

17.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non – privileged records, information and data pertaining to any dispute.

### **17.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon [Chairman of NHIDCL] and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of

reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 17.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the Provisions of Clause 17.4.

#### **17.4 Arbitration**

**17.4.1** Any Dispute which is not resolved amicably by conciliation, as provided in Clause 17.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 17.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration shall be \*\*\*\*\* and the language of arbitration proceedings shall be English.

**17.4.2** Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below

- a) Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

#### **17.4.3 Substitute Arbitrator**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

#### **17.4.4 Qualifications of Arbitrator**

The sole arbitrator selected pursuant to Clause 16.2.1 hereof shall be expert with extensive experience in relation to the matter in dispute.

**17.4.5** The Arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 17 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

**17.4.6** The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

**17.4.7** This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

#### **17.4.8 Miscellaneous**

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the parties be held in Delhi.
  - (b) The English language shall be the official language for all purposes;
  - (c) The decision of sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement; and
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(d) The schedule of Expenses and Fee payable to the Arbitrator shall be as under

Sr.No.	Particulars of Fees and Expenses	Maximum amount payable per case
1	Fee	(i) Rs. 25,000/- per day (ii) 25% extra on fee at (i) above in case of fast-track procedure as per Section -29 (B) of A&C Act; Or 10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by AT;
		Alternatively, the Arbitrator may opt for a lump – sum fee of Rs. 5.00 Lakh per case including counter claims.
2	Reading charges- One Time	Rs 25,000/- per case including counter claims.
3	One –time charges for Secretarial Assistance and Incidental charges (telephone, fax, postage etc.)	Rs. 25,000/- per case
4	One time Charges for publishing/declaration of the award	Rs. 40,000/-
5	Other expenses (As per actual against bills subject to ceiling given below)	
	Travelling expenses  Lodging and Boarding	Economy class (by air), First class AC (by train) and ACCar (by road) a) Rs. 15,000/-per day (in metro cities); or b) Rs. 8000 per day (in other cities); or c) Rs. 5,000/- per day if any Arbitrator makes their own arrangements.
6.	Local travel	Rs. 2000 /- per day
7	Extra charges for days other than meeting days (maximum for 2 X ½ days)	Rs. 5000 /- per day for outstation Arbitrator
Note	1. Lodging boarding and travelling expenses shall be allowed only for those arbitrator who is residing 100 kms. Away from the venue of meeting, 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro cities.	

In exceptional cases, such as cases involving major legal implications/wider ramifications/higher financial stakes etc. a special fee structure could be fixed in consultation with the Contractor/Supervision Consultants and with the specific approval of the NHIDCL before appointment of the Arbitrator,

## 18 Change of Scope

The change of Scope on account of variation of total scope from the indicative scope as given at Letter of Invitation of the RFP shall be dealt as follows

- During the course of consultancy services in case it is considered necessary to increase/decrease the scope of services (of total storey or carpet area as compared to indicative Length as given in the RFP) by the client the same shall be notified by Change of scope notice. Similarly, if the Consultant determines that change of scope is needed, he shall inform of the same to the Client. The Client will examine and shall either reject the proposal or issue change of scope notice.

- ii) The Consultancy fee shall be revised on account of change of scope asbelow:  
- In case the total storey/ carpet area of project increase/ decrease up to 10% of indicative length given in the RFP: **No change in Consultancy Fees.**

In case the increase/ decrease in total storey/ carpet area of project is more than 10 % of the indicative length as given in the RFP: The consultancy fee shall be increased/ decreased in the same proportion in which the length of the project road is increased/ decreased beyond 10% .

- iii) Increase/decrease in length on account of associated structures shall not be considered as change of scope. However, the total length of the project building along the finally approved structures shall be compared with the indicative length in the RFP for the purpose of variation.

18.4 The Consultancy fee shall be increased on account of change of scope asbelow:

- a) In case of increase in configuration of Lanes in the project after the submission of Final Report: 10% of the original consultancy charges
- b) In case of change of mode of delivery is involved after submission of Final Report / due to revision of specifications / IS Codes etc.

(i)	Revision of DPR after submission due to changes in IS codes / specification etc.	2.5% of the original Consultancy charges.
(ii)	Revision of DPR due to changes in mode EPC / BOT / HAM etc	2.5% of the original Consultancy charges.

19. Other Conditions:

- In the event NHIDCL desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- NHIDCL shall provide to the Consultant DOCUMENT/ information/ reports as may be required by the Consultant to enable it to provide the Services. NHIDCL undertakes and agrees to furnish to the Consultant from time to time such other DOCUMENT/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the NHIDCL.
- All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with NHIDCL unless otherwise agreed, between NHIDCL and the Consultant. NHIDCL as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- Unless otherwise agreed, NHIDCL shall have the copyright on all the reports, DOCUMENT, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

20. Compliance with Laws:

The Consultant shall take due care that all its DOCUMENT comply with all relevant laws such as Minimum Wages Act, EPF & ESI Act etc. and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

21. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Delhi shall have exclusive jurisdiction over all matters arising out of or relation to this Agreement.

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

## 22. Waiver:

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement.

- a. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- b. Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c. Shall not affect the validity or enforceability of this Agreement in any manner. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

## 23. Notices:

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized National/International courier, E-mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove. Notice will be deemed to be **served as specified below:**

- (i) In the case of personal delivery or registered mail, on delivery.
- (ii) In the case of telegrams, 24 hours following confirmed transmission; and
- (iii) In the case of facsimiles, 24 hours following confirmed transmission.
- (iv) In case of E-mail, upon submission of E-mail on registered Email-ID

## 24. Transfer of Assignment:

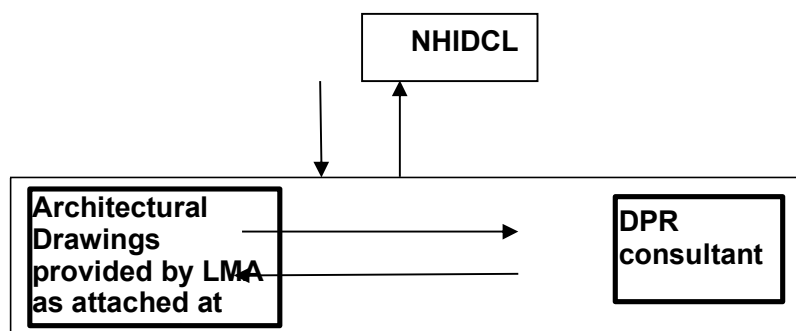
No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

## 25. Patents:

- a) Consultant shall, subject to the limitations contained in this Article, indemnify and hold Employer harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against Employer by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to consultant and furnished to Employer, as long as it is used by consultant for the purposes of this project only.
- b) Similarly, Employer shall indemnify and hold consultant harmless from all costs, damages and expenses arising out of any claim, action or suit brought against Employer by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any information furnished to consultant by Employer or by others on behalf of Employer, as long as it is used by consultant for the purposes of this project only.

1) Objective of the Assignment:

- (i) It is proposed to engage qualified consultants, possessing proven relevant experience in the field of implementing projects of similar nature and size, for the architectural, engineering, supervision & quality control consultancy works. The contract works involve construction of building works including internal services, development of land and related external services.
- (ii) The objectives of the consultancy service is to ensure timely completion of construction works with due regards to sound contract management, quality, safety and environment practices in accordance with the contract provisions
- (iii) The broad scope of services shall include but not limited to the following:
  - The Consultant shall provide CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT FOR WORK OF CONSTRUCTION OF BUILDING FOR MILATRY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA. (of approx. carpet / floor area of 9,900 sqm).
  - The consultant will prepare the concept designs and architectural details of the buildings including structural designs & details of MEP services and interiors etc.



- **Architectural and other allied services:** Analysis of Architectural drawings as provided by LMA, preparations of detailed engineering drawing & design, preparation of Detailed Project Report (DPR), RFP documents for inviting tender for the work of construction of building for military assets to be demolished for upgradation of NH-40 section between Shillong - Dawki road under NHIDCL in Shillong, East Khasi Hills district, State of Meghalaya etc.
  - **Action as an Engineer:** Management of works contract as ‘an Engineer’ in terms of works contract including field measurements, quality assurance testing of work done and execution in accordance with codal provisions/specifications within the stipulated time.
- (iv) **Scope of Consulting Services** – The Scope of Consulting Services shall include but not necessarily be limited to the following:  
**[A] Engineering/ Architectural -**

i. **The Scope of Work shall also include the following unless stated otherwise:** The consultant will provide all required inputs, clarification along with all detail design and drawing documents both in soft and hard copies (3 copies) as detailed elsewhere in this document for approval by Employer. If, on the basis of Employer’s comments on the submitted documents, the drawings/documents need to be revised, then the consultant will resubmit revised drawings/documents for Employer’s approval. The Scope of work of the consultant includes the following:

- a. DPR consultant will plan, coordinate and execute the activities leading to the construction of buildings and campus developments on site. All the activities till the completion of buildings & their handing over will be taken care of by DPR consultant.

- b. Consultancy services for detail engineering including preparing all relevant drawings and documents good for submission to statutory bodies for their approval for construction.
- c. The consultants are required to prepare the architectural drawings (reference Architectural drawings are attached at Appendix P) as per the prerequisite/ relevant Norms /byelaws including submission to the concerned authority to obtain the building permit/approval in the required formats and number of sets required by statutory bodies etc. All services required for obtaining approvals of Building permit/ completion/ occupancy certificate from local and statutory bodies wherever required shall be done by consultant. The rates shall be inclusive of all except mandatory fees for obtaining approvals as above.
- d. NHIDCL would furnish the requirements and area schedule for various functions to the firm /Consultant, the firm/Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise.
- e. Assessment and detailed estimates of the buildings/ structure to be demolished in Army (HQ 101) Area and demolishment plan including inter se priority shall be submitted by successful design consultant. The following structure/ building to be demolished due to upgradation/ widening of Shillong Dawki Road Projects: -

Sr. No.	Name of Building	Location	Carpet/ floor Area (Sqm)	Type of Building (whether Assam Type/RCC/temporary structure etc.)
i.	SM Barrack (DF 20)	Rilbong	460.24	Assam Type
ii.	SM Barrack (DF-21)	Rilbong	460.24	Assam Type
iii.	SM Barrack (DSM-07)	Rilbong	386.37	Assam Type
iv.	SM Barrack (DSM-08)	Rilbong	245.29	Assam Type
v.	Garage	Rilbong	70.76	Assam Type
vi.	Office (T51, 52)	GE Shillong	61.77	Assam Type
vii.	Office (T- 60)	GE Shillong	244.76	Assam Type
viii.	Office (MES-01)	GE Shillong	961.44	Assam Type
ix.	Store (T -35)	GE Shillong	174.59	Assam Type
x.	SM Barrack (LT – 5)	113 TA Inf	381.84	Assam Type
xi.	SM Barrack (LT – 7)	113 TA Inf	219.56	Assam Type
xii.	School (LS -01)	APS	350.74	Assam Type
xiii.	School (LS -02)	APS	349.79	Assam Type
xiv.	Guard room (LSM-46)	EME	31.22	RCC
xv.	Garage (LME-3)	EME	343.00	RCC
xvi.	Guard Room	101 HQ	76.50	RCC
xvii.	Veg Shop (BT 53)	101 CSD	305.90	Assam Type
xviii.	Sentry Post (LSM -09)	101 CSD	12.16	Block Type
xix.	Bank (P- 195)	101 CSD	244.20	RCC
xx.	Guard Room	101 CSD	76.50	RCC
xxi.	CSD (LSM- 08)	101 CSD	1366.10	Assam Type
xxii.	Offr Mess (DT- 02)	FCSR	1251.25	Assam Type
xxiii.	Offr Single Accn (DT 06)	FCSR	537.25	Assam Type
xxiv.	Offr Single Accn (DT - 07)	FCSR	588.00	Assam Type
xxv.	Offr Single Accn (DT - 09)	FCSR	588.00	Assam Type
xxvi.	RCC tank Staging (38 No's)	All units	96.90	Assam Type
xxvii.	Sentry Post	MH Shillong	24.31	Assam Type
	<b>TOTAL</b>		<b>9908.67</b>	

- f. The successful design consultant has to review the site layout plan, Architectural Drawings and line diagram as submitted/ provided by Army (HQ 101). Accordingly, design consultant has to prepared the modified site layout plan & line diagram (if required. The modified site layout plan & line diagram shall be finalized with the consultation of Army officials), Architectural drawings, elevation & section drawings, structural/Engineering drawing, Electrical line diagrams, Water supply line diagrams & Sanitary line diagrams, BOQ,

Estimate and bid documents in details and shall be submitted by the successful Design consultant for the following blocks:

Sr. No.	Loc	Buildings	Type	Config	Total carpet/ floor area (Sqm)	Annx
1.	DM lines	8x Married Accn	Majs Accn	G+1	1420.32	I
2.	Officers mess 101 Area	Single Offr Accn	Accommodat ion	G+2	1052	II
	-do-	2 x Parking Areas	Parking Shed	G	125	
3.	MH Upper block	Toilet block	RCC building.	G	75	III
	-do-	Sentry post	RCC Structure	G	4	
	-do-	Sentry post	RCC Structure	G	4	
4.	MH Lower block	OR lines	Accommodat ion	G + 1	650	IV
	-do-	Toilet Block	RCC building	G	75	
5.	144TA & HQ 101 Area Main gate	GD room 101 Area main gate	RCC building.	G	76.5	V
	-do-	GD room TA coy gate	RCC building	G	56	
	-do-	Toilet Block TA	RCC building	G	75	
6.	Annexe (Old EME Wksp)	CSD building.	RCC building	G + 2	1518	VI
	-do-	Garage	RCC Structure/ Pre fab	G	70.76	
	-do-	Parking Shed	RCC Structure/ Pre fab	G	144	
	-do-	Parking Shed	RCC Structure/ Pre fab	G	144	
	-do-	Toilet block	RCC building	G	50	
	-do-	Gd room	RCC building	G	31	
7.	RTC	Club House	RCC building	G + 1	1025	VII
	-do-	Staff room	RCC building	G	56	
8.	Old Rhino CSD	Gd Room	RCC building	G	76.5	VIII
	-do-	Sentry post	RCC Structure	G	12.16	
9.	ECSAG & GE Shillong	Guest Rooms	RCC building	G + 2	1045.5	IX
	-do-	Office GE Shillong	RCC building	G + 2	1442.5	
10.	GTC	APS School building	RCC building	G + 1	600	X
	TOTAL				9827.74	

**\*\*The area of accommodation and layout of buildings accommodation is given in the layout plan.**

g. Prepare site plan (layout plan) showing contours, features and services and facilities available,



general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The firm/ Consultant should submit the design and modify it if considered necessary by NHIDCL. Site inspections for finalization of above details shall be conducted by the firm/ Consultant.

- h. Geo-technical investigation for the proposed site. The scope of this investigation shall include drilling three number bore holes, one upto a minimum depth of 20m and the other two upto a minimum depth 12m from existing ground level, conducting SPTs at regular intervals, collection of disturbed and undisturbed samples at regular intervals and from all strata, all relevant laboratory tests e.g., grain size analysis (both sieve and hydrometer), Atterburg limits, Bulk density, Moisture content, Shear tests, Consolidation tests, Swelling index, CBR etc., submission of reports along with all field test and lab test results, recommendation of Foundation system, assessment of Safe bearing capacity for different relevant foundation sizes and depths, pile capacities for different pile diameters, Modulus of sub-grade reaction, CBR values etc. as per requirement of the project.
  - i. Detailed structural design shall be done for building for relevant Loading condition with seismic consideration and pre-engineering design as per relevant IS codes. All detailed calculation needs to be submitted for scrutiny and checking by Employer or their representatives, if required. Necessary structural stability certificate shall be given by competent structural Engineer or authorized/registered structural engineer of statutory bodies.
  - j. The designs shall be duly vetted by IIT Guwahati or NIT Shillong before submission to the Authority. Further, the design shall be presented to the LMA (Army (HQ 101)) and approval to be taken accordingly from LMA. The successful Design consultant shall be responsible for the same.
  - k. Preparation of Detail drawings including planning and design wherever relevant for preparation of Detail Bill of Quantities including framing of specifications for total project and estimation of costs on the basis of latest CPWD Delhi SOR for Scheduled Items/ Meghalaya Approved SOR/ MES latest, Market Rate analysis for unscheduled items in consultation and with due approval of Employer for inclusion in the Tender document towards execution of the project. Due consideration has to be given regarding existing infrastructure, dovetailing with existing facilities, reuse of existing furniture and other resources during planning / designing /preparation of drawings.
  - l. Preparation of Detail construction drawings for civil & architectural jobs and structural design, Detail design and preparation of all drawings good for construction for internal and external electrification, Sanitary and Plumbing jobs, all Fire services i.e., fire Detection, Annunciation and Extinguishing, installation and commissioning of Lifts as per Manufacturer's specification, Design of HVAC for centralized air conditioning as per requirement, Rainwater Harvesting system, IT enabled services like intercom telephone, LAN, Wi-Fi, CCTVs etc., Sewage Treatment Plant, layout and de- tails for Interior furnishing, Roof top Solar panel system (including structure), Landscaping and site development including internal roads, drains and culverts, horticulture etc. as applicable and all such relevant allied activities required for successful implementation of the Project.
  - m. The consultants are required to visit the site to collect necessary information/data before bidding the tender.
  - n. Obtaining Building approval from local authorities, Clearance from fire services authorities and other statutory bodies as applicable.
  - o. Preparation of Detailed Project Report (DPR) including RFP documents for calling tender for the work of construction of building for military assets to be demolished for upgradation of NH-40 section between Shillong-Dawki road under NHIDCL in Shillong, East Khasi Hills district, state of Meghalaya.
  - p. The reports, drawings, plans etc. submitted by consultant may be vetted by IIT/NIT or any other third party as desired by Employer. The consultant shall be required to extend full corporation and assistance in this regard. The consultant shall consider the valid observations/ comments of IIT/NIT/ third party and re-submit the reports, drawings, plans etc. as required.
  - q. Report on Ultimate disposal point, intermediate rainwater harvesting system and Source/availability of electricity, water and other services to be identified.
  - r. Obtain the approval of NHIDCL/client of above and supply six copies of approved site plan (Layout Plan).
  - s. The consultant shall prepare and give presentations on the schemes as and when required by NHIDCL/Client and shall incorporate the changes desired by NHIDCL / Clients without any extra cost.
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- t. The consultant will incorporate eco-friendly building materials like fly ash bricks, low VOC paints energy efficient equipment & fixtures etc. as per prevailing government rules.  
As per MoE&F guidelines, the consultant shall incorporate the Fly Ash products such as cement, concrete, bricks, blocks, tiles etc. or similar products or a combination or aggregate of them for the projects fall within a radius of 300 Kms. from a coal or lignite based thermal power plant.  
The consultant shall also design the project in such a manner as to optimize utilization of products in consultation with Engineer-in- Charge made from recycled C&D waste in terms of provisions under IS:383:2016 (Third Revision) and C&D Waste Guidelines, 2016 (and any subsequent revisions, guidelines, notifications in this regard, if any) and compute the quantities for their utilization in various items in construction.
- ii. The Consultant should engage adequate number of necessary office attendants, data entry operators and support staff for the smooth execution of the work. No additional payment shall be made for this purpose.
- iii. The Consultant, at its own cost procure install , operate, maintain office equipment such as computers, printers & scanners, Fax machine, UPS and other peripherals and all consumables as required for efficient discharge of duties.
- iv. The Consultant shall procure latest versions of licensed Software including Windows, Auto Cad Civil, and Microsoft Office, Microsoft Project etc. and antivirus software for the project period.
- v. The Consultant shall procure and keep it activated, internet connection, telephone connections and mobile cell phones for the team members during the project period.
- vi. The consultant shall operate and maintain at its own cost necessary number of vehicles for the use of its members during the project period.

**[B] Activity to be ensured at Pre-Construction Stage:**

- Discussions with NHIDCL and finalization of project brief including illustrating the NHIDCL's requirements.
- Checking of the Architectural and other drawings submitted by LMA to ensure their completeness/ correctness.
- Ensure timely collection, checking and submission of shop drawings / technical submittals viz. material specification sheets, technical literatures and ensure that GFC (*Good for Construction*) drawings are followed for execution.
- Hold vendor interaction meetings, pre bid meetings and ensure clarity on queries generated.
- Preparing detailed PERT/ CPM charts.
- Cash flow chart.
- Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the CONSULTANT and the decision of NHIDCL shall be final in this regard.

**2. Consultants Team and Expected Inputs:**

- i. The consultant will engage the staff with qualification, experience as per TOR and Annexure to ITC.
- ii. The consultant shall employ the following (team composition) desired category of Key Expert and Non-Key Experts.

S. No.	Name of Category	Level of Expertise (Senior or Junior)	Designation of Expert	Minimum No.	Place of work	Time Input	Remarks
1	Project Management	Senior Key Expert	Team Leader (TL)	1	Field/ Office	Full time	In charge of all Senior and Junior Experts
2	Project Management	Senior Key Expert	Principal Architect	1	Field/ Office	Full time	In Charge of Architectural and Engineering Works
3	Project	Junior Key	Assistant	1	Field/	Full	Work under TL

S. No.	Name of Category	Level of Expertise (Senior or Junior)	Designation of Expert	Minimum No.	Place of work	Time Input	Remarks
	Inspection - Civil	Expert	Resident Engineer-Civil (ARE- Civil)		Office	Time	
4	Project Inspection - Electrical	Junior Key Expert	Assistant Resident Engineer – Electrical (ARE - Electrical)	1	Field/ Office	Full Time	Work under TL
5	RFP preparation and Estimation	Senior Key Expert	Estimator	1	Field/ Office	Full Time	Work under TL
6	Supporting staff	Junior Non- Key Staff	Data Entry Operator	1	Field Office	Full Time	Work under TL

**Note:-**

- Project coordinator, Team Leader, ARE- Civil, ARE-Electrical can be common for both Architectural & allied services and **Supervision** & Quality Control.
- Flow of Command:** Consultant's team members will work under the overall **supervision** of the Team Leader/Project Coordinator as the case be.
- Additional Staff:** The requirement of additional Key Expert (more than minimum number) shall be assessed by the consultant in consultation with Engineer in Charge from time to time with reference to progress of works of agreement or additional (supplementary) work if allotted to the consultant. No extra rate (rate of fee) shall be paid to the consultant.
- Approval of CVs of Key Experts:** CVs of Key Experts such as Project Coordinator, Team Leader, Principal Architect, RE, Resident Architect, ARE, Estimator, Billing Engineer, Quantity Surveyor etc. as required as per team composition should be submitted along with Technical Bid.
- Headquarters: Headquarters of the TL, PA, RE, RA, PA, JA, ARE, ME, AME, FE, Quantity Surveyor, Estimator, Billing Engineer etc. shall be fixed by the Engineer-in- Charge.
- CVs of Non Key Experts (Table 3):** CVs of Non-Key Experts such as Field Engineers and lab technician (Table 2) should be submitted for the approval to the Engineer-In-Charge who shall grant approval. It is advisable to the consultant to get extra number of non-Key Expert's CV approved in advance to effectively respond to the extra requirement or urgent substitution.
- Non-Key Expert (Table 3) Deployment:** Non-Key Expert number given in **Table 3** are only for guidance (suggestive). The consultant shall make his own assessment of the requirement and make a proposal to the engineer in charge for his approval before deployment. The consultant may increase or decrease deployment of non-Key Experts when the work execution is faster or slower. Consultant shall consult Engineer in Charge for reducing non-Key Expert deployment lower than suggested in **Table 3** or approved earlier by the Engineer in Charge as above. Consent of Engineer in Charge to lower scale of deployment will not absolve the consultant from contractual obligation of ensuring quality control, safety and submission of monthly running bill and consequential action against him for failure to comply these contractual requirements.

**3. Facilities to Key Experts:**

- Touring Vehicles:** The consultants including key expert and non-key expert etc. shall make their own arrangements for transport (Touring Vehicle) at the project site.

iv. **Cost of Facilities to be Included in Financial Proposal:** The Financial Proposal shall include cost of all facilities, office rental, equipment (engineering and office), transport, computer hardware and peripherals, computer software, communication system (telephone, e-mail/ internet), forms and stationery and support staff etc. which they consider necessary to carry out the services.

4. **Reports-** All reports and documents shall be prepared by the Consultants in standard format only in precise and professional manner to fulfil objective. If a format for any Report is not given in this tender document, the same shall be finalized in consultation with the Engineer in Charge. The Consultant shall submit (send) all such reports to EIC to keep track record of reporting. Reports to be submitted during currency of the agreement are as follows:

- **Reports related to Architectural & Engineering services-** Consultant shall submit reports once in 15 days (5th & 20th day of every month) or at such intervals as desired by EIC w.r.t. progress made in preparation and finalization of concept plan, building plan, elevation, section, detailed estimate with specifications, preparation of DPR etc.

No.	Description	No. of Copies
1	Monthly Report	3 Per Month
2	Inception Report & QAP	3
3	Conceptual design report and Architectural drawings and design	
4	Environment and Social Impact Screening Report	4
5	Draft Feasibility Report	4
6	Final Feasibility Report	6
7	Strip Plan, Site Layout Plan with L.A. Reports	6
8	Environmental Assessment report	4
9	Draft Detailed Design Report & Drawings etc. including structure design	4
10	Draft Bidding Documents	4
11	Final Detailed Project Report with Bill of Quantities, Cost Estimates, Updated Drawings etc.	6
12	Final Bidding Documents	6

### **Formats for submission of Reports and Documents**

#### **1. Standard formats for deliverables**

- During the course of the assignment to prepare detailed project report, several reports, drawings and documents will need to be submitted by the consultants to **NHIDCL**.
- For the purposes of submission, format requirements have been laid out for some of the reports and drawing deliverables in this enclosure, which shall be adhered to strictly
- In addition, consultants are to align and agree with NHIDCL officials the format of submission for all reports, during the inception stage as mentioned in clause 10.2 of this terms of reference

#### **2. Format for submission of report deliverables**

##### **2.1 Printed hard copies of reports**

- All reports and documents shall be submitted in both printed hard copy and digital formats
- For hard copies, the consultant shall submit bound volumes (and not in spiral binding form) after completion of each stage of work as per the schedule and in the number of copies as given in

## Enclosure III

### 2.2 Digital copies of reports

1. Every report shall also be submitted in digital format to the authority in the following formats:
  - i. The final report as submitted in the portable document format (.pdf)
  - ii. An editable document in the relevant Open Document Format for Office Applications (ODF) and if available the relevant Microsoft Office document format (MS Office)
  - iii. All tables and models used to and referred to in the reports shall also be submitted as spread-sheets in the relevant ODF format and MS Office format
  - iv. The digital copies of reports shall be submitted in the form of removable storage devices (CD or USB pen drive) and also hosted on a secured online document storage and retrieval platform as described in clause 2 Data products
2. The removable storage device submitted at each deliverable stage shall contain:
  - i. Reports for that stage
  - ii. All draft and final reports previously submitted
  - iii. Correspondence with NHIDCL
  - iv. Clients' comments on submitted reports
  - v. Any communication, letters and approvals to and from other government and local agencies and any other relevant body
  - vi. An updated index of all the contents on the removable storage device
3. Every submission will be accompanied by a table of contents and index of all documents submitted for ease of reference

### 2 Data products

1. During the course of the assignment, the consultant shall perform several surveys and collect data that will be used for the design of the road and delivered to the client.
2. Consultants are encouraged to keep commonly available software and data packages, and typical uses for data while deciding final formats of data within the constraints of this document or where a format has not been defined
3. As required in clause **Error! Reference source not found. Error! Reference source not found.**, consultants are required to agree with NHIDCL all actual data formats proposed to be used for the project
4. In order to standardise data formats and simplify hand over and re-use of data, some requirements for minimum content and format are laid down below.

### 3 Online hosting and archival of deliverables

#### 3.1 Hosting deliverables online

- i. The consultant shall store all deliverables from this assignment on a secure online file hosting platform that is remotely accessible by authorised users on the world wide web
  - ii. The consultant shall provide read only access to all relevant officers of NHIDCL and provide further access to additional users as and when requested by NHIDCL.
  - iii. Consultant shall provide a point of contact for access to these files, solving any technical issues and shall respond to all requests in a timely manner
  - iv. Consultant shall ensure that the files are hosted in a platform that conforms to any file hosting and
-

file sharing security standards as may be laid down by the government of India

### **3.2 Deliverables to be hosted**

- i. Data and deliverables to be hosted in an online accessible format shall include but not be limited to:
- ii. All draft and final deliverables in the digital formats prescribed in this TOR and in file formats in wide use where formats are not specified
- iii. Data, images and videos from all surveys and investigations conducted of this enclosure
- iv. All correspondence to and from NHIDCL including clients' comments on submitted reports
- v. Any communication, letters and approvals to and from other government local agencies and any other relevant body
- vi. The platform shall also contain an index and table of contents of information being hosted for ease of access and use

### **3.3 Time period and costs**

- i. Access to above mentioned files will be provided till the end of construction (final commercial operations date of contractor/ concessionaire) of all packages that form a part of this assignment at the cost of the consultant
- ii. Access to additional users shall also be at no additional cost to the authority

Annexure to ToR

## **QUALIFICATION, EXPERIENCE AND DUTIES**

### **• PROJECT COORDINATOR (Senior Key Expert)**

#### **Duties:-**

- Coordinate between employer, engineer-in-charge, consultant and consultant.
  - Submission of concept plan, building plan, elevation, section, detailed estimate with specifications, preparation of DPR etc.
  - Assist and advise the Employer and Engineer in Charge in matter of contract administration and management of the Project and Civil Work Contract.
  - Interpret the Technical Specifications and Contract Documents.
  - Review documentations and advance actions for handing over of site.
  - Ensure consultant's effects and implements Quality Assurance System.
  - Review consultant's detailed work programme, suggest modifications, if any, and ensure contractor compliance with the program.
  - Review Consultant's superintendence personnel with modifications if any.
  - Scrutinize consultant's mobilization of equipment in accordance with the consultant's program.
  - Scrutinize and approve consultant's construction methods.
  - Monitor closely and regularly the progress of work and advise the consultant about corrective measures.
  - Monitor status of consultant's equipment, plant, machinery installations, housing and medical facilities.
  - Direct and/or advise consultant to avoid and/or reduce the risk in case of any emergency.
  - Advise consultant in all matters covering safety and care of work, environmental aspects and labour welfare.
  - Verify and recommend, if in order, consultants requests for advance and interim payment certificate.
-

- Maintain a permanent record of all payments made to the consultant
- Monitor approval of 'as built' drawings signed by TL.
- Inspect the works on completion of each milestone before accepting the work and report to the Employer's Representative.
- Inspect works at appropriate intervals during Defect Notification Period and advise the Employer/Employer's Representative.
- Ensure the consultant's implements and maintains the environmental monitoring in compliant with the Environmental Management Plans.
- Assist Employer/Employer's representative in dispute resolution activities, if necessary, during the pendency of the contract.

- b) **Education:** should be a Graduate in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of Works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	BE
L2) Desirable Qualification	M. TECH
L3) Relevant Extra Qualification	PhD/MBA/Extra Technical Courses of university level

- c) **Experience:** should have a minimum of 20 years experience of Civil Engineering Works or must have performed as T.L. in the ~~supervision~~ and quality control field for 10 years. He must have completed/managed, during the last ten years, at least one construction project for high quality infrastructure work in the capacity of Team leader, Project Engineer/Resident Engineer/ Divisional Project Engineer/Executive Engineer/Superintending Engineer/Chief Engineer/Engineer- In-Chief as part of Construction ~~Supervision~~ Team/Departmental cadre.
- d) **Age:-** The age of the candidate will not be more than 67 years, however, this age limit is relax able up to 70 years in case of qualified, experienced, meritorious candidates maintaining good health.
- e) **Membership:** Membership of a recognized Professional Society will be preferable;
- Note:-** Key Experts of designation Project Coordinator should be demanded when work costing is more than Rs. 300.00 crore (Three Hundred Crore).

• **TEAM LEADER (TL) (Senior Key Expert)**

1. **Duties:-** The Team Leader shall be Project Manager responsible for the overall performance and administration of the Consultant's team at the project site and work under project coordinator if required for the assignment as per the norms. The Team Leader will also act as the Engineer's representative and shall be overall in charge for the Consultant's team for the entire project. Normally replacement of Team Leader will not be allowed. In exceptional circumstances, consultant will have to directly request EIC with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of EIC will be necessary before affecting any change. The Headquarters of the Team Leader shall be as decided by EIC and he will keep Engineer-in-Charge informed of his tour programme one week in advance. The major tasks for the Team Leader shall include but not be limited to the following:
  - i. Establishment of site offices and assist in establishment of laboratories;
  - ii. Submission of concept plan, building plan, elevation, section, detailed estimate with specifications, preparation of DPR etc.
  - iii. Assist the Employer with the review of the Consultants' securities, insurance and safety plans;
  - iv. Scrutiny the Consultants' work programme, and scheme for the deployment of plant, equipment and machinery for approval of the EIC.
  - v. Assist the Employer in the interpretation of provisions in the Contract documents and technical specification;
  - vi. Assist the Employer in handing over the site and issuing order to commence the works.
  - vii. Liaise with the local authorities for shifting of utilities, wherever required;
  - viii. Modify and issue of detailed drawings to the Consultant;
  - ix. Regular supervision of works.
  - x. Review the test results / certificate of all construction material and/or sources of materials to

ensure quality.

- xi. Review and approve mix designs proposed by the Consultants
  - xii. Evolve and implement quantity and quality control procedures;
  - xiii. Evolve criteria for the acceptance of works;
  - xiv. Prepare and issue variation orders (if any) after the approval of the Employer;
  - xv. Assist the Employer in the evaluation of Consultants' claims;
  - xvi. Verify and certify Consultants' interim certificates for approval of the EIC;
  - xvii. Assist EIC in monitoring physical and financial progress of the works;
  - xviii. Assist EIC in conducting monthly progress meetings;
  - xix. Complete monthly progress reports and prepare quarterly reports;
  - xx. Strictly monitor the progress of work for timely completion of the project;
  - xxi. Completion Inspections;
  - xxii. Verify and certify Consultants' Statements at completion;
  - xxiii. Supervise Resident Engineers for the compilation and verification of "As-Built" drawings;
  - xxiv. Prepare project completion report;
  - xxv. Liaise with the Employer/Coordinator in all matter concerning the works;
  - xxvi. Time schedule and management of /team's resources,
-



- xxvii. Advising the Employer in all matters related to the progress of works, with particular reference to delays, possible reasons and mitigating measures.
- xxviii. The Team Leader (TL) shall be responsible for all technical presentations concerning the various facets of the construction of works and shall maintain close communication with Employer. TL shall be the Consultant's authorized representative and shall interact with Employer on behalf of the Consultants appointed for the services. TL shall be full-time on the job.

2. **Education:** should be a Graduate in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of Works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	BE
L2) Desirable Qualification	M. TECH
L3) Relevant Extra Qualification	PhD/MBA/Extra Technical Courses of university level

3. **Experience:** should have a minimum of 15 years' experience of Civil Engineering Works out of which 5 years in the field of building construction project(s) as RE with consultant. **Age:-** The age of the candidate will not be more than 65 years.
4. **Membership:** Membership of a recognized Professional Society will be Preferable.

• **Principal Architect (Senior Key Expert)**

1. **Duties:-**The Principal Architect shall be responsible for the overall performance and administration of Architectural and Detailed Engineering Services at the project site and work under project coordinator/ TL for the assignment as per the norms. In exceptional circumstances, consultant will have to directly request EIC with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of EIC will be necessary before affecting any change. The major tasks for the Principal Architect shall include but not be limited to the following:
  - i. Understanding the client's requirement through a detailed discussion.
  - ii. Understanding the limitations and potential of the site.
  - iii. Preparation of design drawings include the floor plan, the site plan, the elevation, Other detailed structural drawings, 3D models, 3D views etc.
  - iv. Preparation of Detail construction drawings for civil & architectural jobs and structural design, Detail design and preparation of all drawings good for construction for internal and external electrification, Sanitary and Plumbing jobs, all Fire services i.e., fire Detection, Annunciation and Extinguishing, installation and commissioning of Lifts as per Manufacturer's specification, Design of HVAC for centralised air conditioning as per requirement, Rainwater Harvesting system, IT enabled services like intercom telephone, LAN, Wi-Fi, CCTVs etc., Sewage Treatment Plant, lay- out and details for Interior furnishing, Roof top Solar panel system (including structure), Land- scaping and site development including internal roads, drains and culverts, horticulture etc. and all such relevant allied activities required for successful implementation of the Project.
  - v. Consider the suggestions of EIC on the above and submission of the same after incorporating the suggestions, if any.
  - vi. All reports/ documents will be routed through Project Coordinator/ Team Leader.
  - vii. Any other as duties as mentioned elsewhere and as desired by EIC.
2. **Education:** should be a Graduate in Architecture from a recognized University/Institution (higher qualifications and training in Architecture will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	Graduation
L2) Desirable Qualification	Higher Qualification

3. **Experience:** should have a minimum of 15 years' experience of Architectural Works. **Age:-** The age of the candidate will not be more than 65 years.
4. **Membership:** Principal Architect should be Registered with Council of Architecture, statutory body of GoI.

• **RESIDENT ENGINEER-CIVIL (RE - Civil) (Senior Key Expert)**

The qualifications, experience and duties of Resident Engineer shall be similar to that of Team Leader with the exceptions as given:-

1. There will be no need for establishment of an independent office and laboratory, however, he will have to notify the contact place and phone number at his notified headquarters.
2. All reports will be routed through Team Leader.
3. Assistant Resident Engineer (ARE) and Field Engineers (FE) shall work under the supervision of Resident Engineer (RE).
4. TL, RE, ARE shall make independent check measurement which are not checked by others.

• **ASSISTANT RESIDENT ENGINEER - CIVIL, (ARE- Civil) (Junior Key Expert)**

1. **Duties:-** Assistant Resident Engineer will be required for the building and related works etc. No replacement of ARE will be permissible without prior approval of EIC. The major tasks to be carried out by the ARE shall include but not be limited to the following:
  - i. Supervision of works; All RCC work to be laid in his or other Asstt. Resident Engineers presence(if any) only.
  - ii. Keep proper records of the Consultants' activities and progress;
  - iii. Ensure that the Consultant(s) are properly administered;
  - iv. Assist the Team Leader with the review of the Consultants' Work Programme and scheme for the deployment of plant, equipment and machinery;
  - v. Strictly monitor the progress of work for timely completion of the project;
  - vi. Supervision, scrutiny, approving the final setting out by the Consultant.
  - vii. Assisting the Team Leader with updating drawings, setting up quantity and quality control procedures and review of consultants' method of construction;
  - viii. Monitoring Consultants' operations including adherence to safety and environmental requirements;
  - ix. Issuing site instructions;
  - x. Assisting the Team Leader with the preparation of Variation orders; Maintaining a record set of working drawings;
  - xi. Maintaining construction records;
  - xii. Measurements of completed works;
  - xiii. Assisting the Team Leader with the evaluation of Consultants 'Claims;
  - xiv. Quality control of works; verification of lines and levels, inspection of works, acceptance and rejection of the completed works;
  - xv. Verification of Consultants' monthly estimates of the completed works and assisting the Team Leader in the preparation of Interim Certificates;
  - xvi. Progress monitoring;
  - xvii. Conducting and keeping record of minutes of the weekly site meetings;
  - xviii. Preparing monthly Progress Reports;
  - xix. Final inspection of works;
  - xx. Verification of Consultants' Statements at completion;
  - xxi. Compilation and verification of "As-Built Drawings" and

xxii. Preparation of contract Completion Reports.

2. **Education:** should be a Graduate/ Diploma in Civil Engineering from a recognized University/ Institution (higher qualifications and training in Construction Management/ Quality Control of works will be preferable); Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE

The Assistant Resident Engineers will assist the Team Leader in identifying the possible reasons for delays and possible mitigative measures.

3. **Experience:** should have a minimum 10 years' experience of Civil Engineering Works out of which 5 years in building construction project(s) as ARE(Civil).
4. **Age:-**The age of ARE will not be more than 62 years, however, this age limit can be relaxed up to 65 years in case of qualified, experienced, meritorious candidates maintaining good health.
5. **Membership:** Membership of a recognized Professional Society will be preferable;  
The Assistant Resident Engineers will assist the Team Leader in identifying the possible reasons for delays and possible mitigative measures.

• **ASSISTANT RESIDENT ENGINEER- ELECTRICAL (ARE - ELECTRICAL) (Junior Key Expert)**

1. **Duties:-**

- Review the proposal of electrical lines, Poles & Transformer to be shifted and proposal of raising of electric lines crossing the road.
- Review the BOQ quantities related with electrical utility shifting.
- Prepare the proposal of electrical utility shifting jointly with consultant's and other relevant authorities.
- Assure that all the electrical utility dangerous to road user be shifted.
- Assure that unnecessary shifting of Electrical utility shall not take place.
- Assure the specification and quality of all the items of electrical utility shifting.
- Certify the quantities of electrical utility shifting claimed by Consultant in each IPC.
- Overall responsible for quality of electrical utility shifting material, work and correctness of quantity executed and payable to consultant.

2. **Education:** should be a Graduate/Diploma in Electrical Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/ Quality Control of works will be preferable); Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE

3. **Experience:** should have a minimum 10 years' experience of Electrical Engineering Works out of which 5 years in building construction project(s) as ARE(Electrical).
4. **Age:-**The age of ARE will not be more than 62 years, however, this age limit can be relaxed up to 65 years in case of qualified, experienced, meritorious candidates maintaining good health.
5. **Membership:** Membership of a recognized Professional Society will be preferable;

- **ESTIMATOR (SENIOR KEY EXPERT)**

1. **Duties:-** The Estimator shall be responsible to Team Leader/Resident Engineer and their task shall be defined by the Team Leader. The main work of estimator will be preparation of detailed estimate and detailed specification in line with approved plans, drawings etc. However, the essential qualification and experience for the candidates are asunder:
2. **Education:** should be a Graduate/ Diploma in Civil Engineering from a recognized /University/Institution.Criteria for Evaluation.

Level of Qualification	Education
1	2
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE

3. **Experience:** should have a minimum of 10 years' experience of execution of building infrastructure projects. Experience of preparation of estimate in building contract as per PWD and CPWD norms should be minimum 5 years.
4. **Age:-** Age of Billing Engineer estimator should not be more than 65 years. No replacement of Billing Engineer will be permissible without prior approval of Engineer-In- Charge.

### **Special Terms and Conditions**

1. All the personnel employed by consultant should be citizen of India.
  2. After award of work, consultant and key expert (i.e. PC, TL and RE etc.) will be called for discussion on the technical proposal, the proposed methodology (work plan), staffing and for interviewing of the key experts (PC, TL and RE etc.) to ascertain their overall suitability and availability for the assignment. If proposed key expert is not found suitable for the assignment, consultant shall be given at least one more opportunity to present the alternate key experts of desired qualification and competence. If proposed key expert is not assessed suitable for the assignment, consultant will have to provide a suitable substitute of equal or higher qualification and experience. Such Substitute will be subject to approval by NHIDCL after personal interview.
  3. Consultant will also have to submit a joint undertaking for each of the key expert regarding their availability during the whole contract period after award of work and before signing of agreement.
  4. If PC, TL and RE proposed in the technical bid, do not appear for interview for the assignment, a penalty of Rs.50000/- each will be levied and recovered from the consultant.
  5. If consultant fails to provide an acceptable key personal even after given two opportunities within a month time from the date of award of work, tender of consultant will be rejected and he will be debarred from participation in future tenders of NHIDCL/MoRTH/NHAI for a period of one year from the date of issue of such order.
  6. The composition of the proposed team and task assignment to individual members: The general description of qualification, experience and tasks to be performed (duties) by the various Key Experts are given in Annexures to TOR. The tasks to be assigned to each member of the proposed team should conform to, but not be limited to, the generalized tasks given in TOR and Annexures. The Consultant should take into account the various stipulations in the Terms of Reference and assign tasks to individual members of the team.
  7. Proposed work programme should be given for the execution of the services, illustrated with activity bar Charts or Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type graphics. The composition of the team, the assigned tasks and their timings should be brought out clearly using bar chart and flow diagrams.
  8. Substitution of Key Experts on Extension of Validity Period: - If any of the Key Experts become unavailable for extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.

If the Consultant fails to provide a replacement Key Expert with equal or better qualifications during extended validity period, or if provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
  9. The selection of non-key Experts such as field engineer, lab technician etc. will be done by interview method by Engineer-in-Charge after the award of work and the C.V of key experts shall be submitted by consultant along with technical bid.
  10. Frequent replacement of TL and/or RE and other technical staff without valid reason may also be cause for termination of agreement.
  11. If a key expert working with a consultant leaves his assignment during the currency of contract without valid reason/approval by EIC, he will not be allowed to work further in the subject project.
  12. Majority of key professional staff proposed may preferably be permanent employees of the firm.
  13. The availability of key personnel must be ensured at site during the execution of the work as per schedule.
  14. A good working knowledge of English and/or Hindi language is essential for key professional staff on this assignment.
  15. All reports must be in the English language.
-

## **Section-6 FINANCIAL PROPOSAL**

<div>Validate</div> <div>Print</div> <div>Help</div>		<div>Item Rate BoQ</div>				
Tender Inviting Authority: National Highways Infrastructure Development Corporation Limited Tender Inviting Authority: NATIONAL HIGHWAYS INFRASTRUCTURAL CORPORATION LIMITED Name of Work: CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT FOR WORK OF CONSTRUCTION OF BUILDING FOR MILATRY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA NIT No. NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1						
Contract No:						
Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</b> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate (excluding GST) Rs. P	TOTAL ESTIMATE D PROJECT COST Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Local Consultant Remuneration for Local Staff (inclusive of per diem allowance)	1.000	Unit		0.00	INR Zero Only
2	Support Staff (inclusive of per diem allowance)	1.000	Unit		0.00	INR Zero Only
3	Transportation	1.000	Unit		0.00	INR Zero Only
4	Duty Travel to Site	1.000	Unit		0.00	INR Zero Only
5	Office Rent	1.000	Unit		0.00	INR Zero Only
6	Office Supplies, Utilities and Communication	1.000	Unit		0.00	INR Zero Only
7	Office Furniture and Equipment (Rental)	1.000	Unit		0.00	INR Zero Only
8	Reports and Document Printing	1.000	Unit		0.00	INR Zero Only
9	Topographical Survey	1.000	Unit		0.00	INR Zero Only
10	Investigations including Geo Logical and sub soil	1.000	Unit		0.00	INR Zero Only
11	Cost of supply and fixing Boundary Pillars (if required)	1.000	Unit		0.00	INR Zero Only
12	Foreign Consultants Remuneration for Expatriate Staff	1.000	Unit		0.00	INR Zero Only
13	Foreign Consultants Mobilization and Demobilization	1.000	Unit		0.00	INR Zero Only
Total in Figures				0.0000	0.0000	
Quoted Rate in Words		INR Zero Only				

LC\* Local Currency

\*\* Total Cost Net of Goods & Service Tax shall be considered for financial evaluation

Note: No escalation will be payable during the services

Insurances shall not be allowed separately. These will be incidental to main items.

Rates for all items shall be quoted in figures as well as in words.

**SECTION-7**  
**(Appendices)**



## Appendices

<b>TITLE</b>	<b>APPENDIX</b>
Letter of Proposal	Appendix -A
Power of Attorney for signing of Proposal	Appendix -B
Consultancy Agreement	Appendix -C
Summary of Consultancy work executed by the Consultancy Agency to assess Technical Eligibility	Appendix -D1
Detail of Contractual Payment	Appendix -E
Bankers' Certificate from a Scheduled Bank	Appendix -F
Detail / Structure of the Consultancy Agency	Appendix -G
Details of Technical and Administrative Personnel	Appendix -H
Details of Resources Sheet - Equipment & Softwares available with the Consultancy Agency	Appendix -I
Performa of Performance Guarantee	Appendix -J
Performa of Guarantee Bond Offered by Bank to NHIDCL in connection with the execution of Contracts ( <i>Security Deposit</i> )	Appendix -K
Integrity Pact	Appendix -L
Affidavit of the Bidder	Appendix -M
Financial Bid	Appendix -N
Bid Security Declaration	Appendix -O

***(Letter of Proposal on Applicant's Letter Head)***

To

Dated:

**Executive Director (P)**

RO-Shillong, NHIDCL,

1<sup>st</sup>Floor Parkside Building,

Opp. Lady Hydari Park,

Barik, Shillong,

Meghalaya-793001

**Email:** [edp.shillong@nhidcl.com](mailto:edp.shillong@nhidcl.com)

**Sub:** Selection of Consultant for providing **CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA."**

Dear Sir,

1. With reference to your RFP document. NIT No.: **NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1**

I/we, having examined the Bidding DOCUMENT and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.

2. All information provided in the proposal and in the Appendices are true and correct.
3. This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. We certify that we have not been barred by the NHIDCL or any other state government in India (SG) or Government of India (GoI), or any of the agencies of SG/GoI from participating in its projects.

**8. I/ We declare that:**

- (a) I/ We have examined and have no reservations to the Bidding DOCUMENT, including any Addendum issued by the Authority.
- (b) I/ We do not have any conflict of interest in accordance the RFP document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt

practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.
10. I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
11. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by any regulatory authority is pending either against us or against our Associates or against our Executive Engineer or any of our Directors/ Managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
15. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. I/We have studied all the Bidding DOCUMENT carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any DOCUMENT or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
18. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement.
19. I/We offer and attach as specified (i) Non-refundable Tender Cost of **Rs. 11,800/- (Eleven Thousand & Eight Hundred only) inclusive of GST @18%** in form of Demand Draft or RTGS in favor of NHIDCL payable at **Shillong** from any Nationalized or Indian Schedule Commercial Bank.
20. I/We agree to keep this offer valid for 120 (One Hundred and Twenty) days from the proposal Due Date specified in the RFP.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully, (Signature of the Authorized signatory)  
(Name and designation of the of the Authorized signatory)  
Name and seal of bidder

### Power of Attorney for Signing of Proposal

Know all men by these presents, We, \_\_\_\_\_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of \_\_\_\_\_and presently residing at \_\_\_\_\_, who is [presently employed with us/ and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for selection of **"CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA."** but not limited to signing and submission of all applications, Proposal and other DOCUMENT and writings, participate in bidders' and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 2023.

For \_\_\_\_\_(Signature)  
(Name, Title and Address)

## CONSULTANCY AGREEMENT

THIS AGREEMENT (“*Consultancy Agreement*”) is made on the \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2023 at RO-Shillong, NHIDCL.

### BETWEEN

National Highways & Infrastructure Development Corporation Ltd., 3rd Floor, PTI Building, 4 Parliament Street, New Delhi – 110001, India (*hereinafter called ‘the Employer’*), AND-----  
-----, a company / corporation incorporated under the laws of-----  
having its principal place of business at -----, (*hereinafter referred to as the “Consultant”*) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns of the Other Part

NHIDCL and the Consultant are collectively referred to as 'Parties' and individually as “Party”.

### WHEREAS:

In reference to a call for Tender for “**CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT FOR WORK OF CONSTRUCTION OF BUILDING FOR MILATRY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA.**”

As per Tender No. “**NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1**”, the Consultant has submitted a Tender hereto and whereas the said Tender of the Consultant has been accepted “**WORK OF CONSTRUCTION OF BUILDING FOR MILATRY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA AT Shillong (Meghalaya)** as per copy of the Letter of Acceptance No----- dated - --- complete with enclosure at the accepted rates.

The following shall be a part of Consultancy Agreement:

- (i) Appendix A: Letter of Proposal
  - (ii) Appendix B: Power of Attorney for signing of proposal
  - (iii) Appendix C: Consultancy Agreement
  - (iv) Appendix F: Bankers Certificate from Schedule Bank
  - (v) Appendix-J: Banks Guarantee for Performance Security as per the specified format
  - (vi) Verification of the Bank Guarantee
  - (vii) RFP document
  - (viii) Appendix G: Detail/Structure of Consultancy Agency
  - (ix) Appendix H: Details of Technical and Administration Personnel, in the organization and to be employed for the work.
  - (x) Appendix I: Detail of Resource Sheet-Equipment & Software’s available with consultancy agency
  - (xi) Appendix L: Integrated Pact duly signed by the agency
-

- (xii) Appendix M: Affidavit of the bidders
- (xiii) DOCUMENT regarding Constitution of the Firm (*Proprietorship Certificate/Partnership-Deed / MOA & AOA of the Company, and related DOCUMENT*).
- (xiv) Appendix-N: Accepted Financial Bid
- (xv) Any correspondence made with the bidder past opening of financial bid and before acceptance of the tender.

EXECUTED BY NHIDCL by being signed by a duly authorized officer in the presence of:

Title: \_\_\_\_\_

Witness:

\_\_\_\_\_

EXECUTED BY CONSULTANT by being signed by a duly authorised officer in the presence of:

Title: \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX-D**

Summary of Consultancy work executed by the Consultancy Agency to assess Technical Eligibility

<b>S.No.</b>	<b>Name of project for which consultancy provided</b>	<b>Name of Client</b>	<b>Total cost of project</b>	<b>Work completed /substantially completed</b>	<b>Consultancy Fee received</b>
1.					
2.					
3.					
4.					

Date of submission:

Signature of Applicant

## Detail of Contractual Payment

**Format for Consultancy Fee received for Consultancy services from Central & State Govt., Public Sector Undertaking of Central & State Govt., Authority/Corporation in last 5 (Five) financial years & current financial year (till the tender submission date & time)**

S.No.	Financial Year	Total Annual Turnover from consulting Business	Turnover from similar consulting Business
1	2017-18		
2	2018-19		
3	2019-20		
4	2020-21		
5	2021-22		

Date:

Audited Balance Sheet

Seal and Signature  
of Tenderer



## FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

The is to certify that to the best of our knowledge and information that M/s./Shri ..... having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement up-to a limit ofRs..... (Rupees .....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Date: (Signature)

For the Bank

**NOTE:**

- (1) Bankers certificates should be on letter head of the Bank, in sealed cover addressed to tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

## Detail / Structure of the Consultancy Agency

1.	Name and address of the bidder	
2.	Telephone No. <i>(land line and Mobile)</i> / Fax No. / email address	
3.	<p>Legal status of bidder <i>(Attach copies of original document defining the legal status).</i></p> <p>The applicant is:</p> <p>(a) An individual  (b) A proprietary Firm  (c) A Firm in partnership  (d) A limited company or corporation.</p>	
4.	<p>Particulars of registration with various Govt. bodies <i>(Attach attested photocopies)</i></p> <p>a) Registration Number  b) Organisation / Place of registration.  c) Date of validity</p>	
5.	Name and title of Directors and officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.	
8.	Has the bidder or any constituent partners (s) in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for	
9.	As the bidder, or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.	
10.	Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.	
11.	In which field of Civil Engineering construction the bidder has specialization and interest?	
12.	Any other information considered necessary but not included above.	

(Signature of Applicant)

## APPENDIX-H

Details of Technical and Administrative Personnel, in the organization and proposed to be employed for the tendered work

S. No.	Designation	Total Number	Number available for this work	Name	Qualification	Professional experience and details of works carried out	In what capacity these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Date:

(Signature of Applicant)

## APPENDIX-I

Details of Resources Sheet - Equipment & Softwares available with the Consultancy Agency or likely to be used in the tendered work

Sl. No.	Name of equipment/Softwares	Status –Available/ Not Available

Date:

(Signature of Applicant)

## Format of Bank Guarantee for Performance Security

Bank Guarantee no.....

Dated.....

To,

**Executive Director (P)**

RO-Shillong, NHIDCL,

1<sup>st</sup>Floor Parkside Building,

Opp. Lady Hydari Park,

Barik, Shillong,

Meghalaya-793001

Email: [edp.shillong@nhidcl.com](mailto:edp.shillong@nhidcl.com)

Reference:- Contract No....., awarded on .....

This deed of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (name of Bank) having registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ (hereinafter referred to as "Bank") of the one part and National Highways & Infrastructure Development Corporation Limited (hereinafter called the Employer) of the other Part.

Whereas National Highways & Infrastructure Development Corporation Limited has awarded the Contract no..... for construction of ..... (hereinafter called "the Contract") to M/s.....its registered office at ..... (hereinafter called "the Consultant").

Whereas the *Consultant* is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs ..... (Rs.

*In**Words*) only.

Now, we the undersigned (*Name of Bank officials*), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs..... (Rs. *In Words*) as stated above.

After the *Consultant* has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the employer by reason of any breach by the said *Consultant* of any of the terms or conditions contained in the said agreement or by reason of the *Consultant* failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs. *in Words*) only.

We..... (*indicate the name of Bank*), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the Consultant in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (*name of Bank*) under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

We..... (*indicate the name of Bank*), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been full paid and its claims satisfied or discharged by ..... (*Designation & Address of Contract signing authority*) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Consultant and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the employer or until (*date of validity/extended validity*) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we ..... (*Name of Bank*) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we ..... (*Name of Bank*) shall pay the Employer the full amount of the guarantee on demand without demur.

We..... (*indicate the name of Bank*), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any power exercisable by the Employer against the said Consultant and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said Consultant for any bearing act or omission on the part of the Employer or any indulgence by the Employer to the said Consultant or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Consultant.

The expressions “the Employer”, “the Bank” and “the Consultant” hereinbefore used shall include their respective successors and assigns.

---

We ..... (*Name of the bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

**Notwithstanding anything to the contrary contained hereinbefore:**

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs..... (*Rs. in words*).
- ii) This Bank Guarantee shall be valid up to ....., unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of .... being herewith duly authorized.

Bank seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name: .....

Designation:

Address:

2. Name: .....

Designation:

n:

Address:

---

**(Guarantee-Bond offered by-Banks to NHIDCL in connection with the execution of Contracts) (SD)**

**GUARANTEE BOND FORMAT**

*(To be used by approved Schedule Banks)*

1. In consideration of the Employer NHIDCL (*hereinafter called "The Employer"*) having agreed to exempt-----(*hereinafter called "The said Consultant (s)"*) from the demand, under the terms and conditions of an Agreement no.....dated.....made between.....and.....for (*hereinafter called the "The said Agreement"*) of security deposit for the due fulfillments by the said Consultant (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(*Rupees ..... only*), we,.....(*indicate the name of the bank*) (*hereinafter referred to as "The Bank"*) at the request of Consultant (s) do hereby undertake to pay to the Employer an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said Consultant (s) of any of the terms and conditions contained in the said Agreement.
2. We.....(*indicate the name of the Bank*) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the NHIDCL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the NHIDCL by reason of any breach by the said Consultant (s) of an of the terms or conditions contained in the said Agreement or by reason of the Consultant (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Consultant (s)/Suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Consultant (s)/Supplier(s) shall have no claim against us for making such payment.
4. We.....(*indicate the name of Bank*) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till... ..... the Employer/NHIDCL certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the....., we shall be discharged from all liability under this Guarantee thereafter.
5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend his guarantee under the same condition for the required time at the cost of the Consultant.
6. We.....(*indicate the name of Bank*) further agree with the NHIDCL that the



NHIDCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Consultant(s) from time-to-time any of the powers exercisable by the NHIDCL against the said Consultant(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of the NHIDCL or any indulgence by the NHIDCL to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

- 7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s)/Supplier(s).
- 8. We....., (*indicate the name of Bank*) lastly undertake not the revoke this Bank Guarantee during its currency except with the previous consent of the NHIDCL in writing.

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on thisday of.....being herewith duly authorized.

Bank seal  
Signature of Bank Authorize Official with seal  
Name.....  
Designation:  
Address:

Witness:

- 1. Name: .....  
Designation:  
Address:
- 2. Name: .....  
Designatio  
n:  
Address:

## PRE-CONTRACT INTEGRITY PACT

**GENERAL:**

This pre-bid contract Agreement (*hereinafter called the Integrity Pact*) is made on \_\_\_\_ day of the month \_\_\_\_ 2023, between, on one hand, the NHIDCL acting through Shri \_\_\_\_ Designation of the officer, (*hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns*) of the First Part and M/s \_ represented by Shri \_\_\_\_ (*hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns*) of the Second Part.

WHEREAS, the CLIENT proposes to procure (*Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services*) and the [A] is willing to offer/has offered for stores or works.

WHEREAS, the [A] is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said (*Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services*) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity pact and agree as follows:

#### **1.0 Commitments of the CLIENT:**

- 1.1** The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
  - 1.2** The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
-

**1.3** All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.0** In case any such preceding misconduct on the part of such officials(s) in reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

### **3.0 Commitments of BIDDERS:**

The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-

**3.1** The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].

**3.2** The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.

**3.3 \*** [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.

**3.4 \*** [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

**3.5** The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation:

**3.6** The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.

**3.7** The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting

and implementation of the [B].

- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

#### 4.0 Previous Transaction:

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.
- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5.0 Earnest Money (Security Deposit):

5.1 While submitting commercial bid, the [A] shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:

- (i) Bank Draft or a Pay order in favour of \_\_\_\_\_
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years ~~or~~ the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

5.3 In case of the successful [A] a clause would also be incorporated in the Article

~~pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.~~

~~5.4 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.~~

## **6.0 Sanctions for violations:**

**6.1** Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (*in pre-contract stage*) and/or Security Deposit/performance Bond (*after the [B] is signed*) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A], in order to recover the payments, already made by the CLIENT, along with interest.
- (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this Pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A], the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

**6.2** The CLIENT will entitle to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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6.1 The decision of the CLIENT to the effect that a breach of the provisions of this Pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the independent monitor(s) appointed for the purposes of this pact.

#### 7.0 Fall Clause:

7.1 The [A] undertakes that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that vary price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

#### 8.0 Independent Monitors:

8.1 The CLIENT has appointed independent Monitors (*hereinafter referred to as Monitors*) for this Pact in Consultant with the Central Vigilance Commission (*Name and Addresses of the Monitors to be given*).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the DOCUMENT relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subconsultants. The Monitor shall be under contractual obligation to treat the information and DOCUMENT of the [A] with confidentiality.

8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the ED/NHIDCL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 9.0 Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the DOCUMENT including the Books of Accounts of the [A] and the [A] shall provide necessary information and DOCUMENT in English and shall extend all possible help for the purpose of such examination.

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#### 10.0 Law and Place of Jurisdiction:

This pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the CLIENT.

#### 11.0 Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 12.0 Validity:

**12.1** The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the [B].

**12.2** Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**13.0** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

CLIENT:  
Name of the Officer  
Designation  
Deptt/Ministry/PSU

BIDDER:  
CHIEF EXECUTIVE OFFICER

Witness:  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness:  
1. \_\_\_\_\_  
2. \_\_\_\_\_

#### Note:

[A] To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service Provider as the case may be.

[B] To be replaced by Contract/Supply Contract/Consultancy Contract/Works Contract as the case may be.

---



**AFFIDAVIT OF THE BIDDER**

*(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only)  
duly attached by Notary Public)*

Affidavit of Mr.....S/o.....R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/ Authorized signatory of M/s .....Having its Head Office/ Regd. Office at.....
2. That the information/ DOCUMENT/ Experience certificates submitted in support of technical and financial capacity by M/s.....along with the tender for ..... *(Name of work)*..... to NHIDCL are genuine and true and nothing has been concealed.
3. I shall have no objection in case NHIDCL verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case NHIDCL demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, NHIDCL at its discretion may disqualify / reject / terminate the bid/contract and also debarred from all future projects in NHIDCL/MORTH/NHAI.
5. I shall have no objection in case NHIDCL verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted bank guarantee(s) before NHIDCL receives said verification.

I....., the Proprietor/Authorized signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from. and that no part of it is false.

Verified at .....this.....day of .....

ATTESTED BY *(NOTARY PUBLIC)*

**DEPONENT**



## APPENDIX-N

**Financial Bid (To be submitted through online mode only on E-Tender Portal)**

**Subject:** CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA.

<b>Validate</b>		<b>Print</b>		<b>Help</b>		<a href="#">Item Rate BoQ</a>	
Tender Inviting Authority: National Highways Infrastructure Development Corporation Limited							
Tender Inviting Authority: NATIONAL HIGHWAYS INFRASTRUCTURAL CORPORATION LIMITED							
Name of Work: CONSULTANCY SERVICES FOR DETAILED INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA							
NIT No. NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1							
Contract No:							
Name of the Bidder/ Bidding Firm / Company :							
<b>PRICE SCHEDULE</b>							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	Estimated Rate (excluding GST) Rs. P	TOTAL ESTIMATE D PROJECT COST Rs. P	TOTAL AMOUNT In Words	
1	2	4	5	13	53	55	
1	Local Consultant Remuneration for Local Staff (inclusive of per diem allowance)	1.000	Unit		0.00	INR Zero Only	
2	Support Staff (inclusive of per diem allowance)	1.000	Unit		0.00	INR Zero Only	
3	Transportation	1.000	Unit		0.00	INR Zero Only	
4	Duty Travel to Site	1.000	Unit		0.00	INR Zero Only	
5	Office Rent	1.000	Unit		0.00	INR Zero Only	
6	Office Supplies, Utilities and Communication	1.000	Unit		0.00	INR Zero Only	
7	Office Furniture and Equipment (Rental)	1.000	Unit		0.00	INR Zero Only	
8	Reports and Document Printing	1.000	Unit		0.00	INR Zero Only	
9	Topographical Survey	1.000	Unit		0.00	INR Zero Only	
10	Investigations including Geo Logical and sub soil	1.000	Unit		0.00	INR Zero Only	
11	Cost of supply and fixing Boundary Pillars (if required)	1.000	Unit		0.00	INR Zero Only	
12	Foreign Consultants Remuneration for Expatriate Staff	1.000	Unit		0.00	INR Zero Only	
13	Foreign Consultants Mobilization and Demobilization	1.000	Unit		0.00	INR Zero Only	
Total in Figures				0.0000	0.0000		
Quoted Rate in Words		INR Zero Only					

**NOTES:**

- a. The rates quoted by the tenderer shall be inclusive of all taxes and levies but **excluding GST**. The ***GST as legally leviable and payable by the Bidder*** under the provisions of applicable law/act ***shall be paid extra by NHIDCL***. Therefore, the **Bidders should quote their rates after considering the Input Tax Credits on their input materials and services**. Hence, ***Bidders should ensure that, full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting their rates.***
  - b. **Fees quoted will be firm and no escalation will be applicable.**
  - c. **The Consultant shall pay all other taxes, duty and like Government impositions arising from this Contract and indemnifies NHIDCL against same.**
  - d. The bidder has to be registered under CGST/IGST/UTGST/SGST Act and should submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to the Employer, without which, no payment shall be released to the Consultant.
  - e. Consultant shall submit GST compliant tax invoice containing (GSTIN of NHIDCL) and all the particulars as stipulated under invoice rules of GST law. Payment shall be made to the Consultant only after submission of GST compliant tax invoice.
  - f. Project cost is indicative that may increase or decrease and actual consultancy fee would be based on final cost of completed project excluding GST.
-

**FORM OF DECLARATION FOR BID SECURITY**

(On the letter head of the bidder)

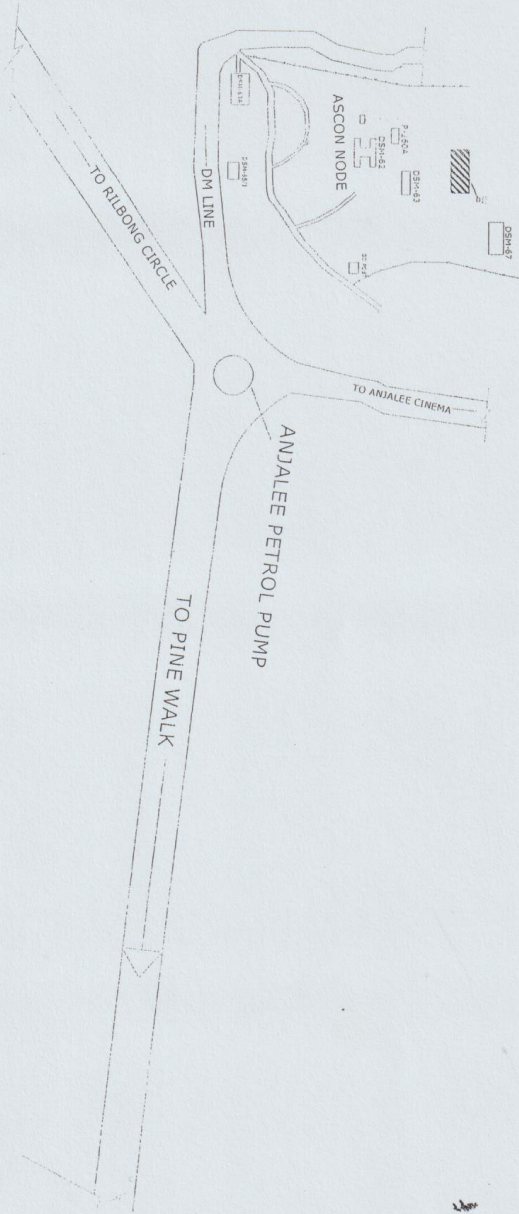
I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], shall not be withdrawn or modified during the period of validity, i.e. not less than 120 (one Hundred Twenty) days from the bid due date.

I, on behalf of the bidder, [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in Clause 13, Instructions to Bidder (ITB), Section-II of the Request for Proposal (RFP), then [Name of the bidder] will be suspended for participation in the tendering process for the works of MoRTH/NHAI/NHIDCL and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work.

(Signature of the Authorized Signatory)  
(Official-Seal)

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Appx B  
Annex I  
 8 x MAT's ACCN



**ASCON NODE, DM LINE LOCATION**

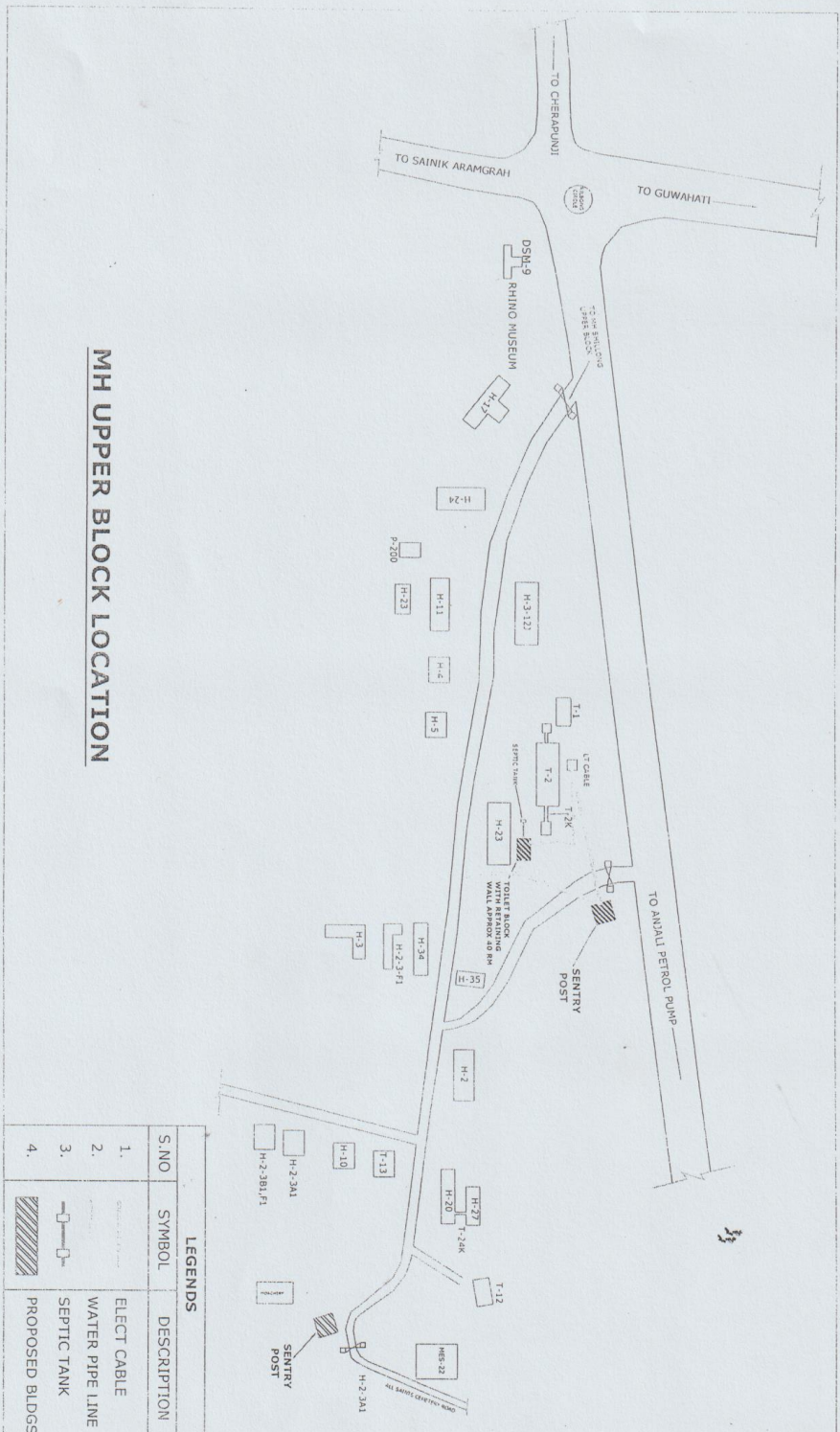
LEGENDS		
S.NO	SYMBOL	DESCRIPTION
1.		ELECT CABLE
2.		WATER PIPE LINE
3.		SEPTIC TANK
4.		PROPOSED BLDGS

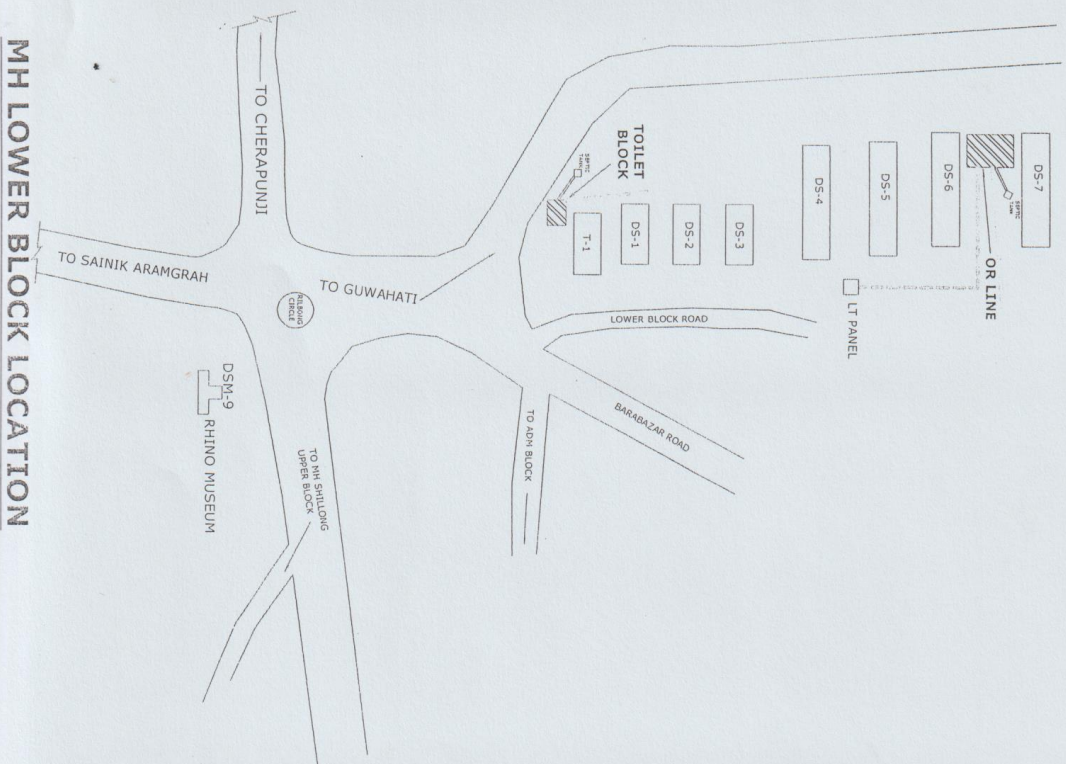


# OFFR's MESS OF 101 AREA LOCATION

LEGENDS	
S.NO	DESCRIPTION
1.	ELECT CABLE
2.	WATER PIPE LINE
3.	SEPTIC TANK
4.	PROPOSED BLDGS







LEGENDS		
S.NO	SYMBOL	DESCRIPTION
1.		ELECT CABLE
2.		WATER PIPE LINE
3.		SEPTIC TANK
4.		PROPOSED BLDGS





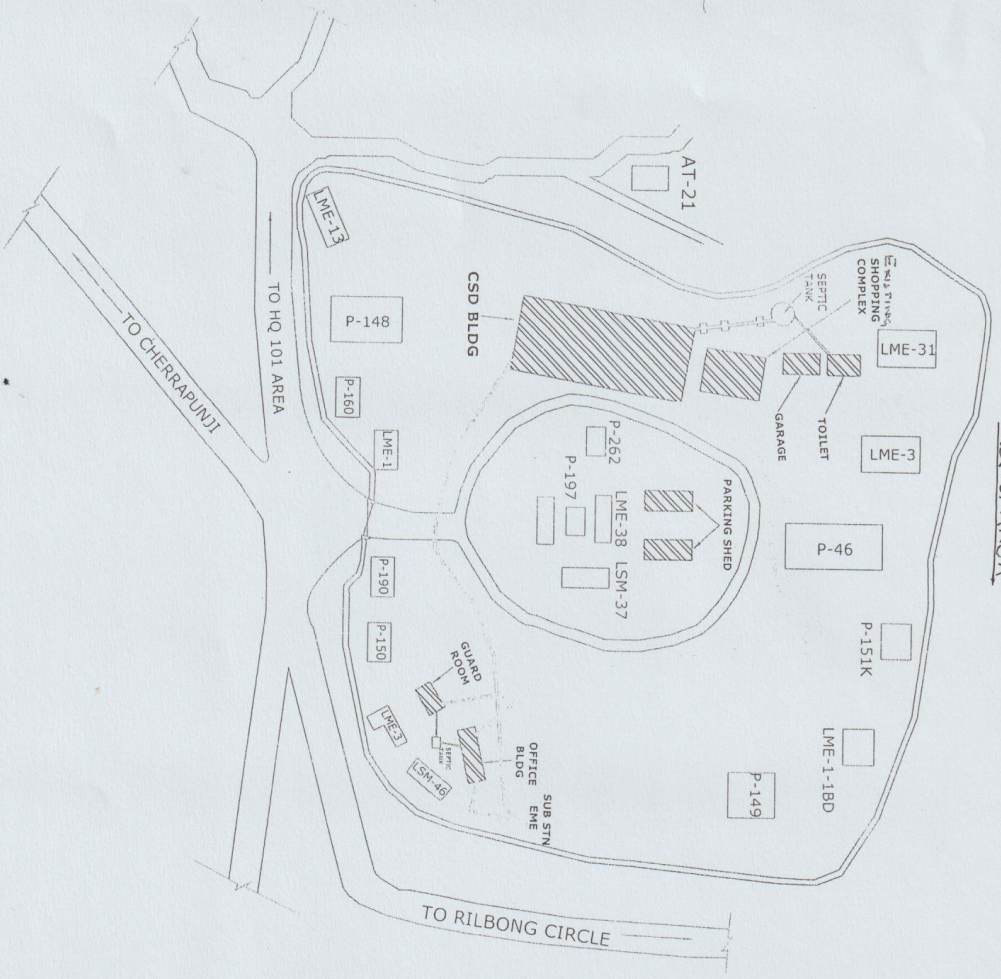
114 TA & HQ 101 AREA GATE LOCATION



APPX 6

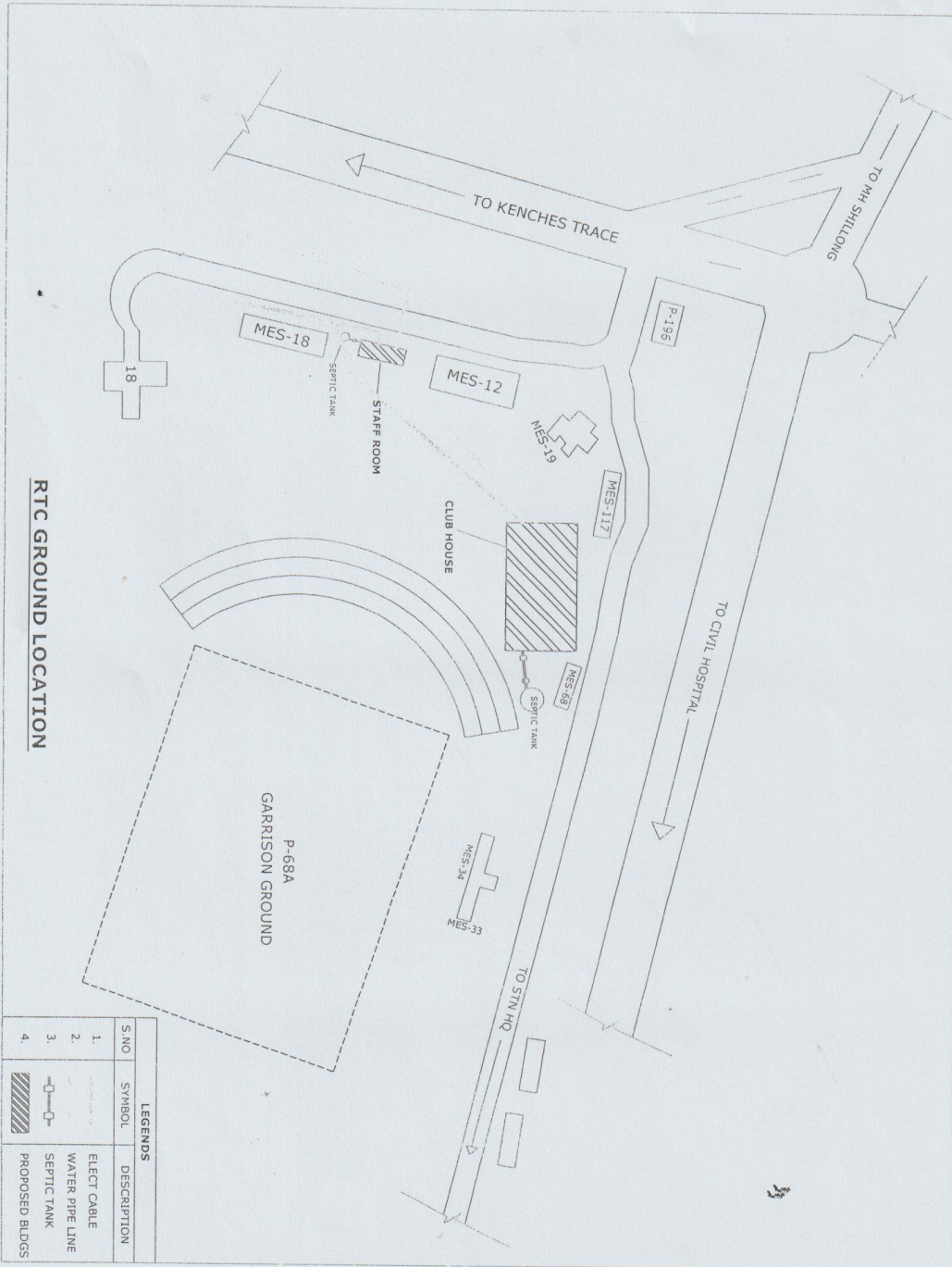
ANNEX - VI

ANNEXE  
HQ 101 AREA



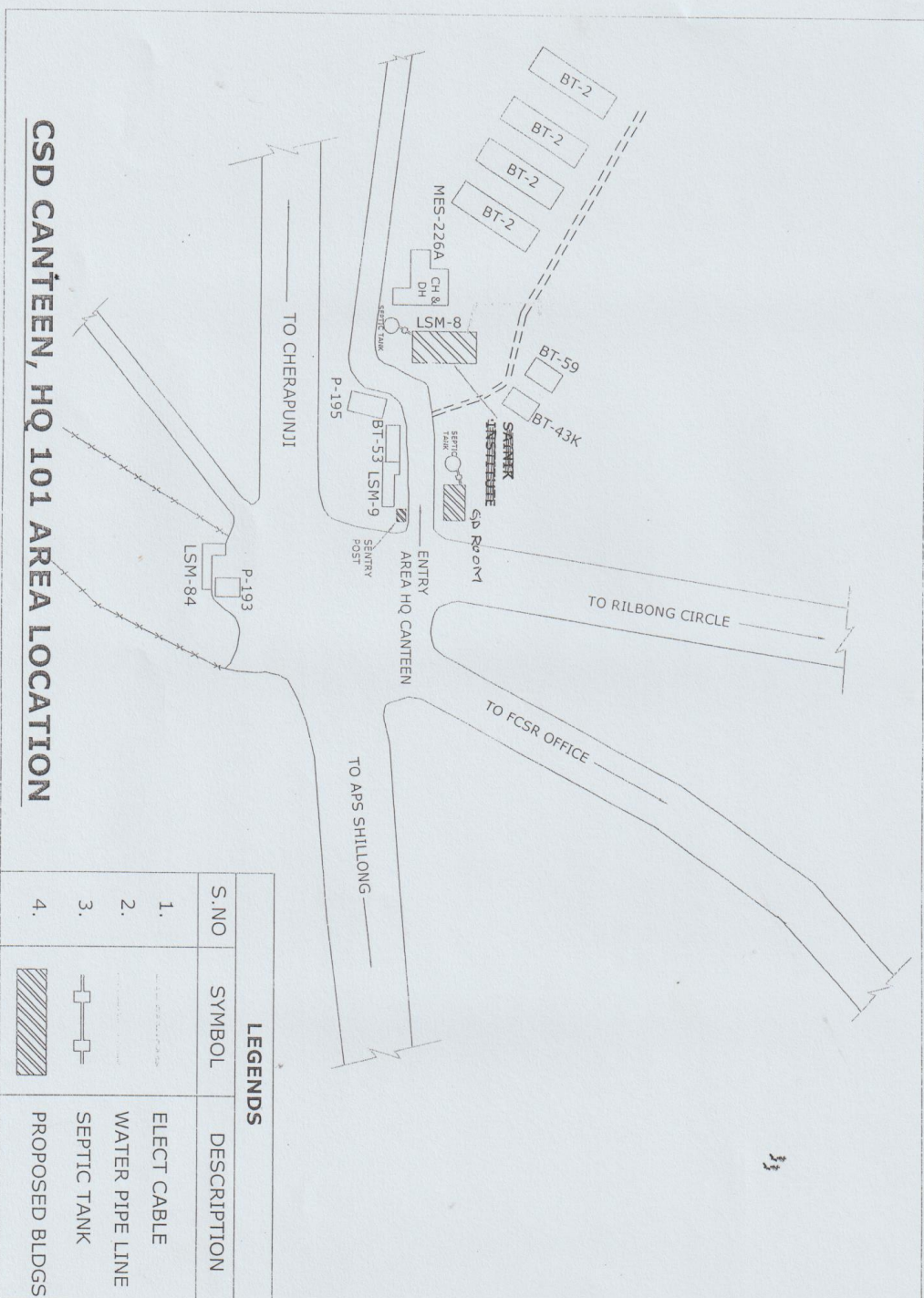
**EME WORK SHOP AREA LOCATION**

LEGENDS	
S.NO	SYMBOL
1.	ELECT CABLE
2.	WATER PIPE LINE
3.	SEPTIC TANK
4.	PROPOSED BLDGS



RTC GROUND LOCATION





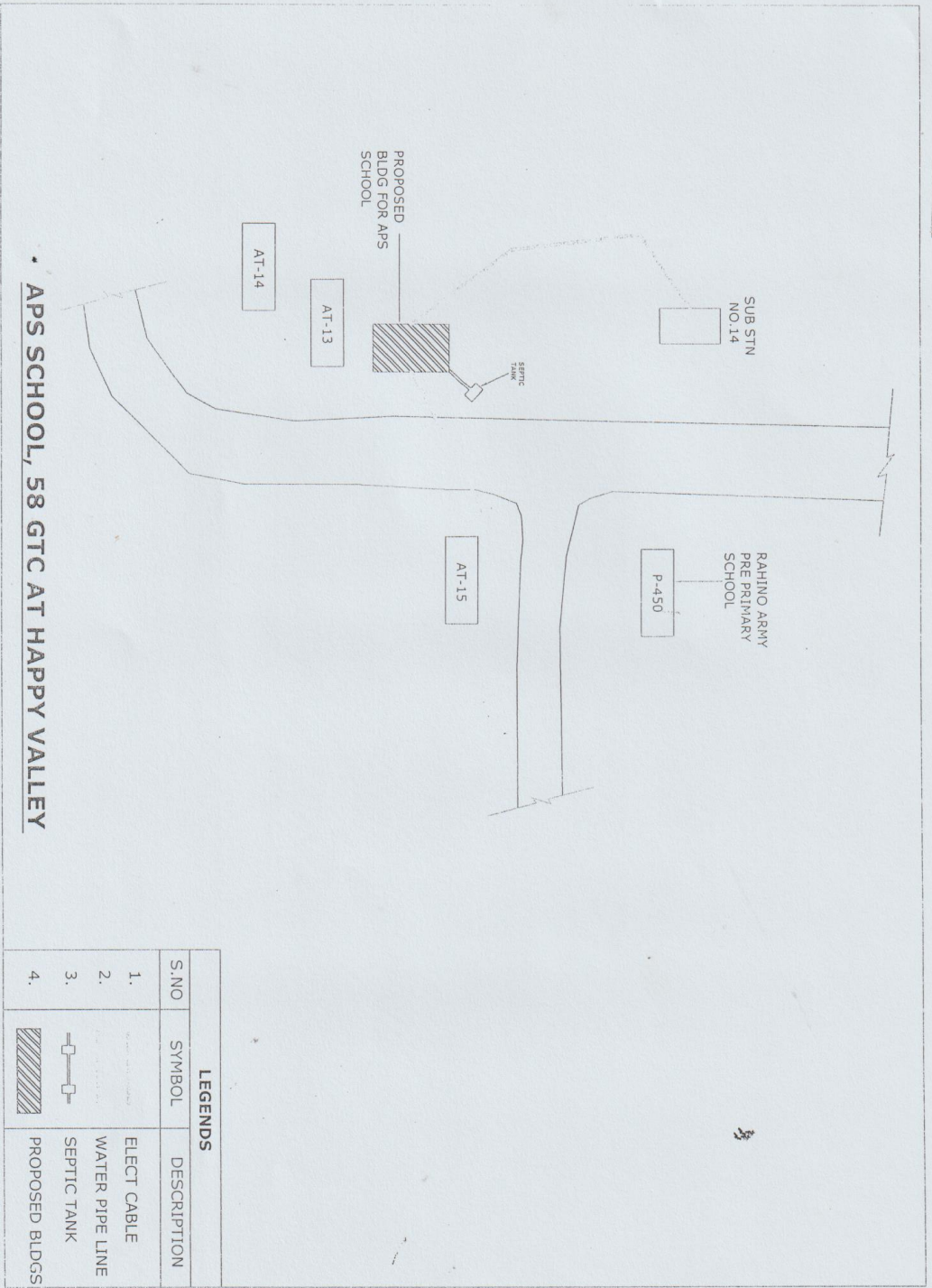




APPX B

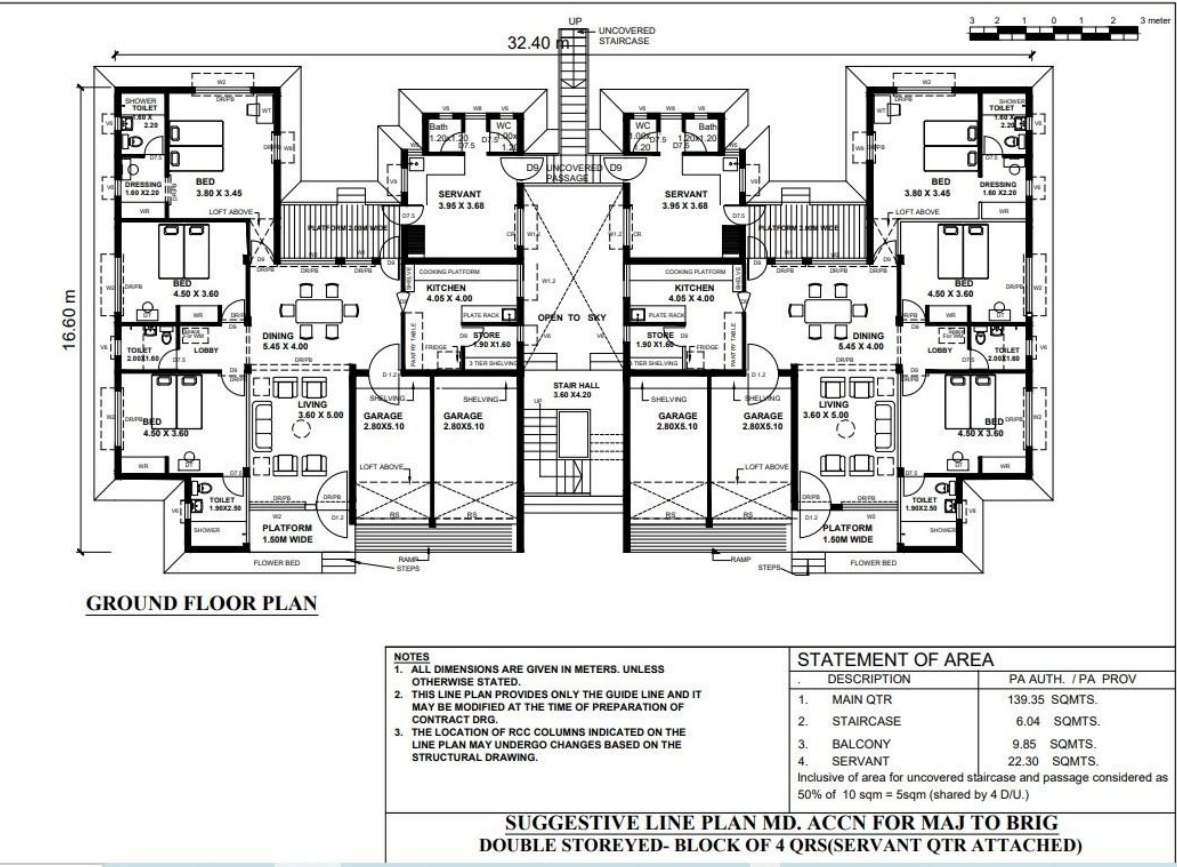
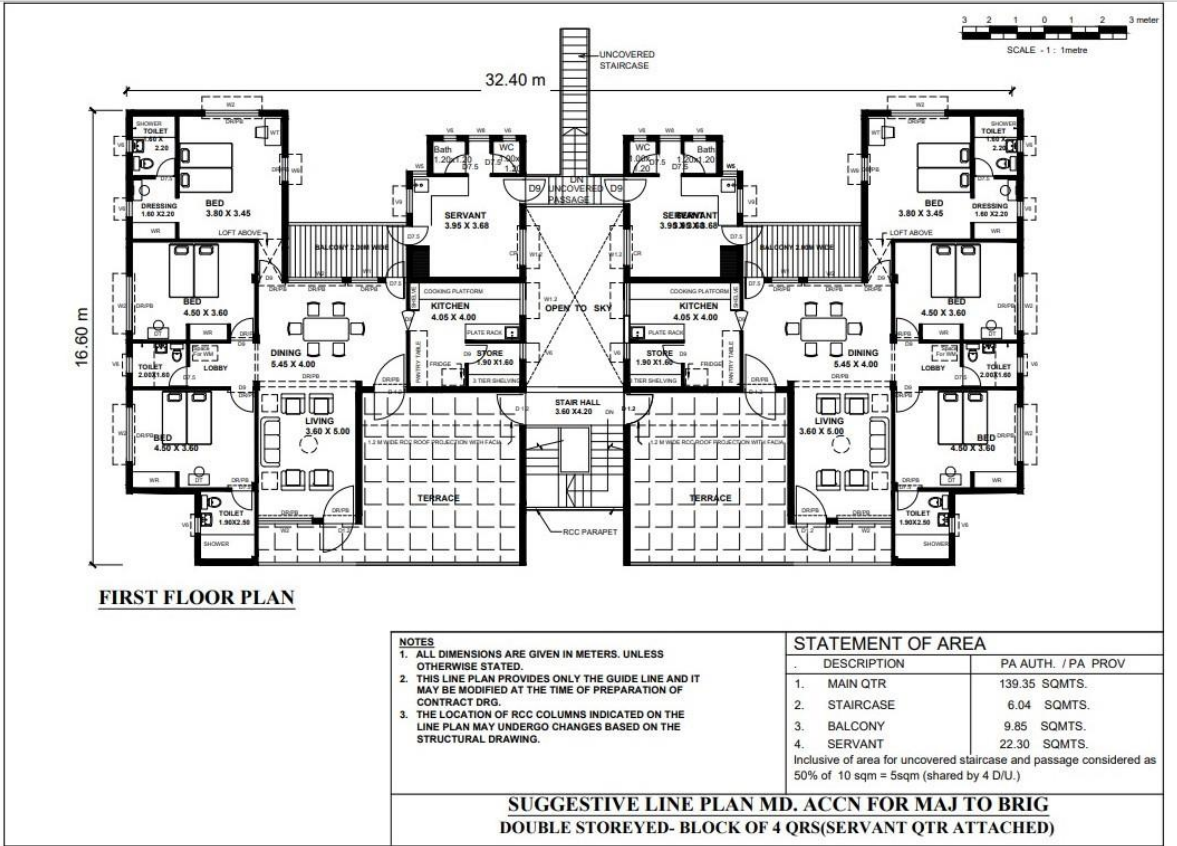
ANNX IX

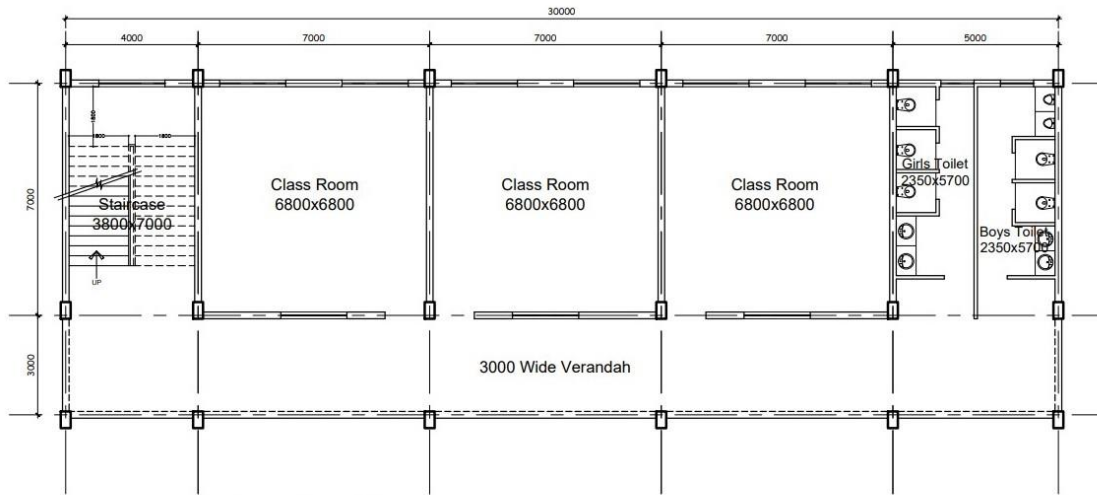
AFS HAPPY VALLEY



• APS SCHOOL, 58 GTC AT HAPPY VALLEY

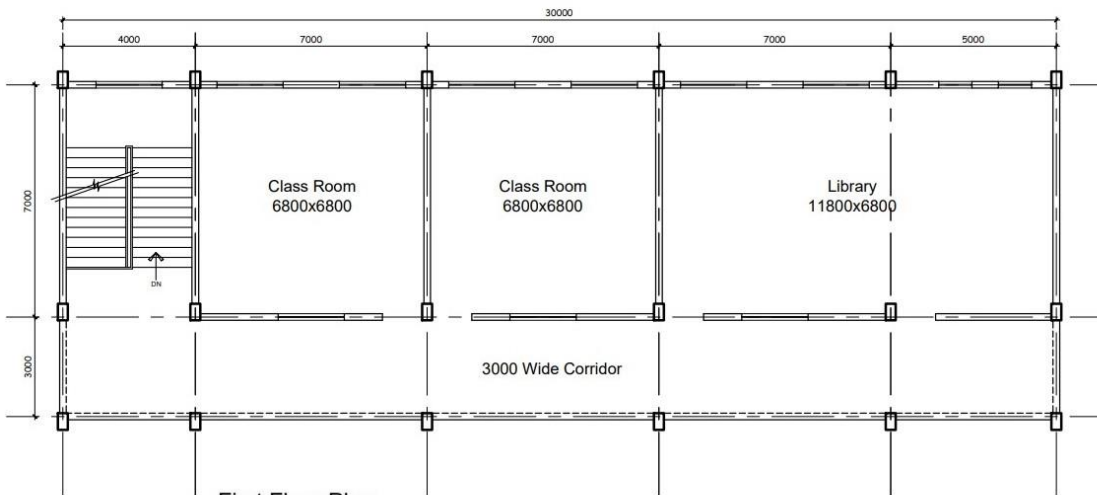
LEGENDS	
S.NO	DESCRIPTION
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2.	WATER PIPE LINE
3.	SEPTIC TANK
4.	PROPOSED BLDGS





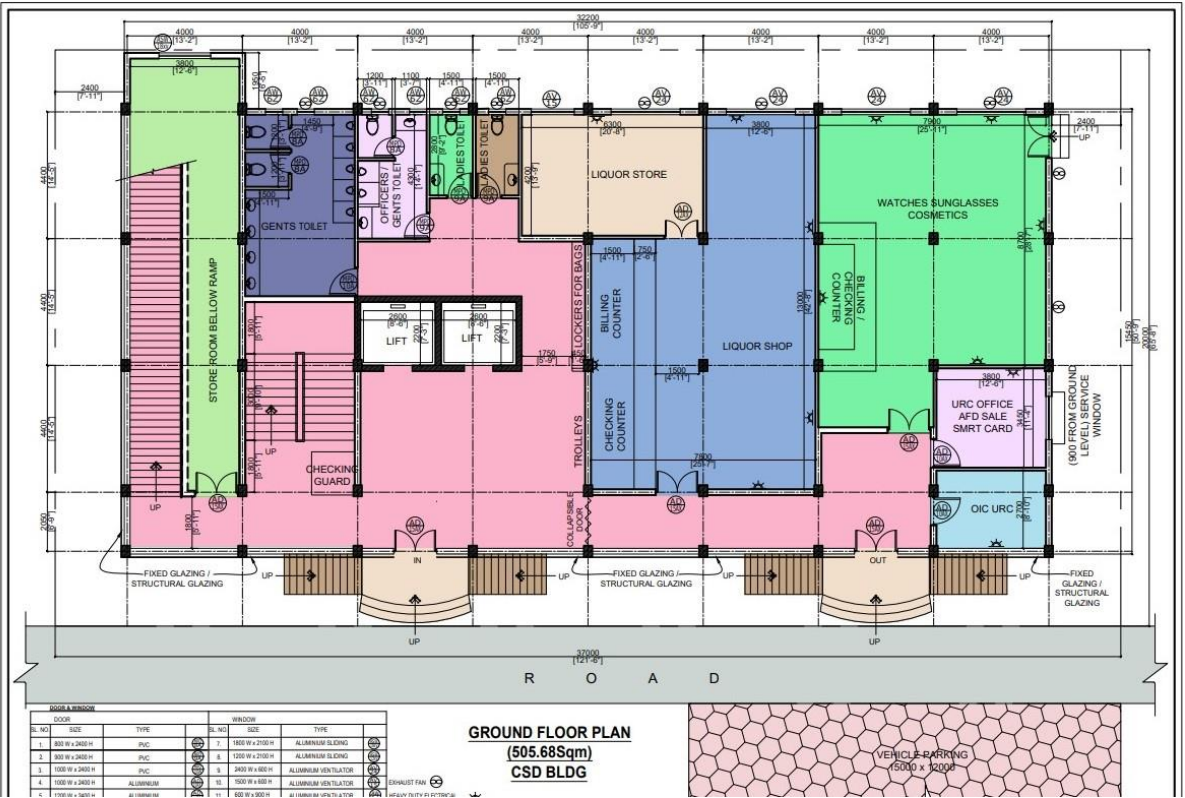
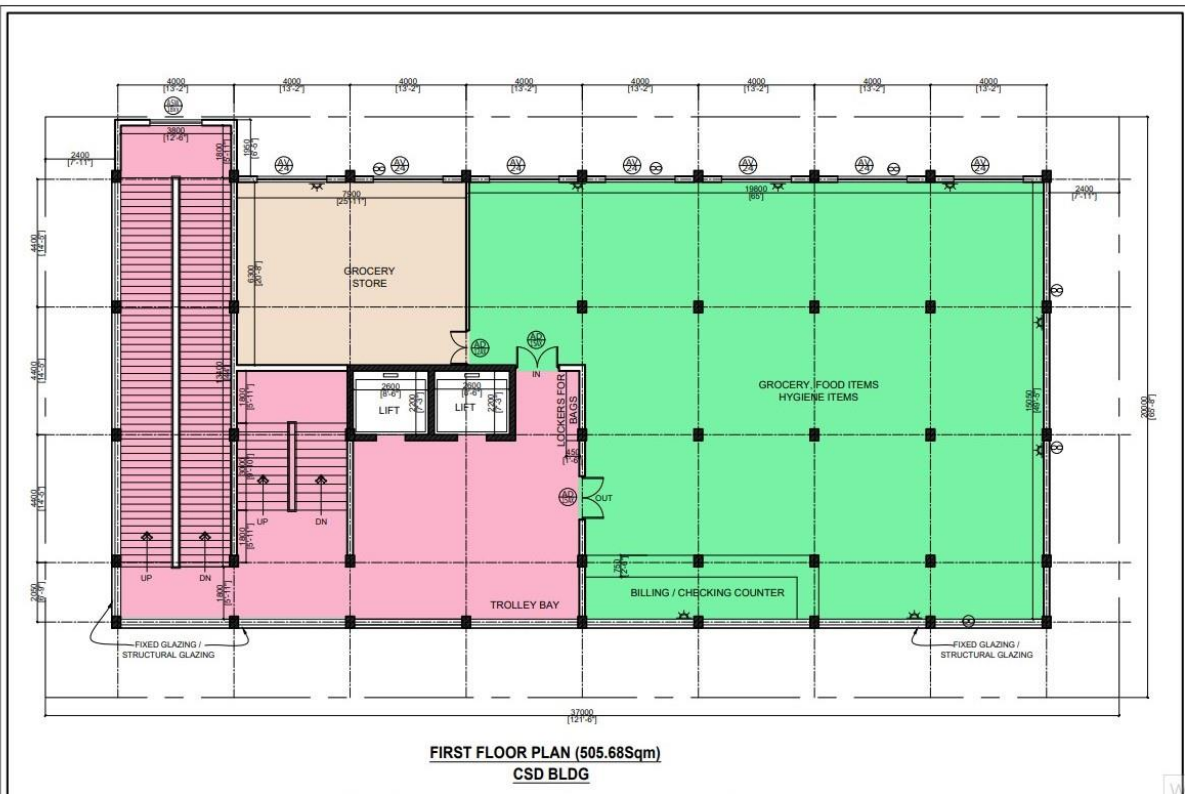
Ground Floor Plan

**School Bldg (APS Happy Valley)**

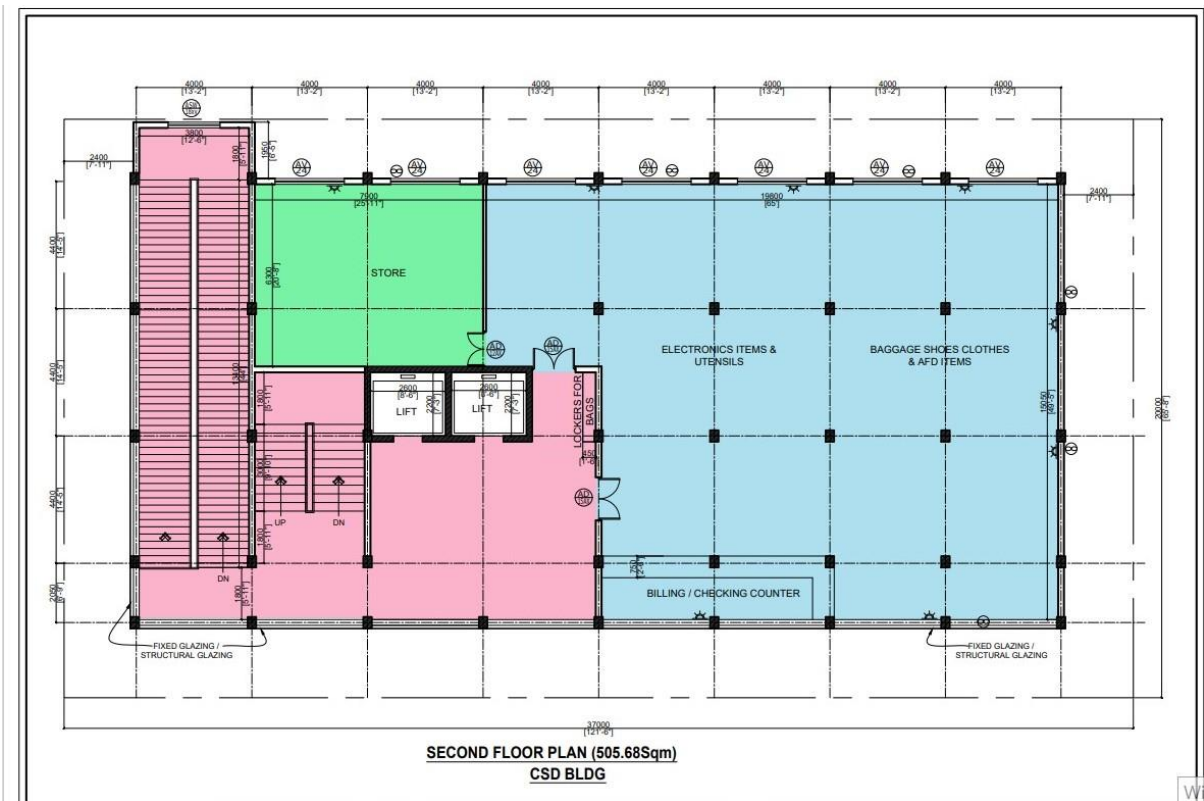


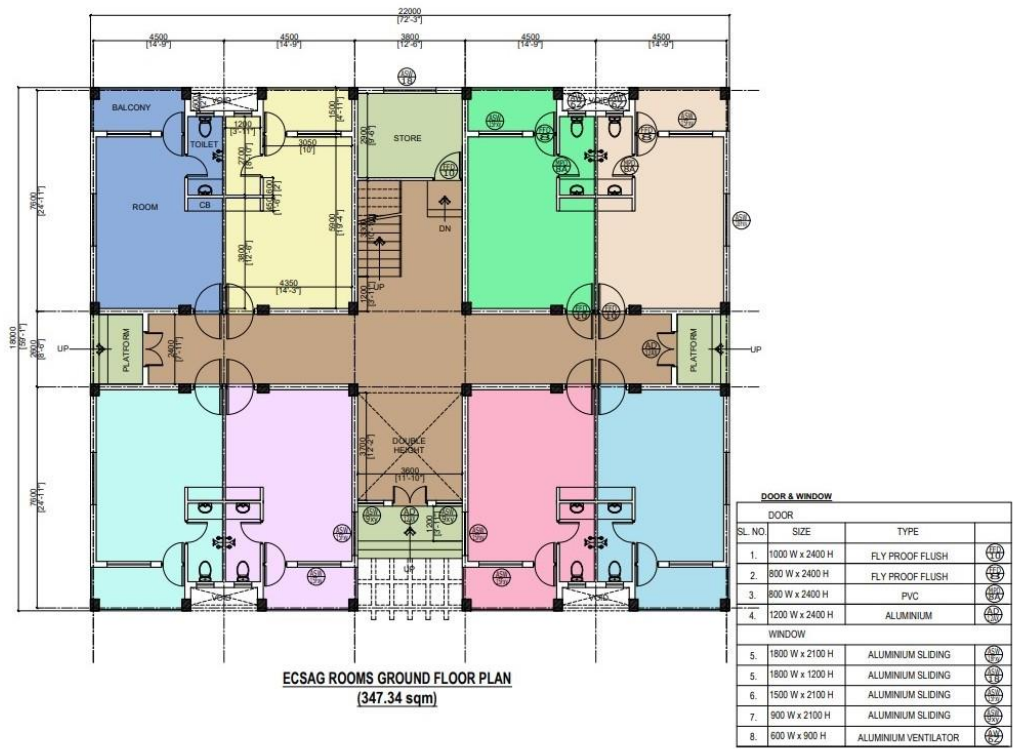
First Floor Plan

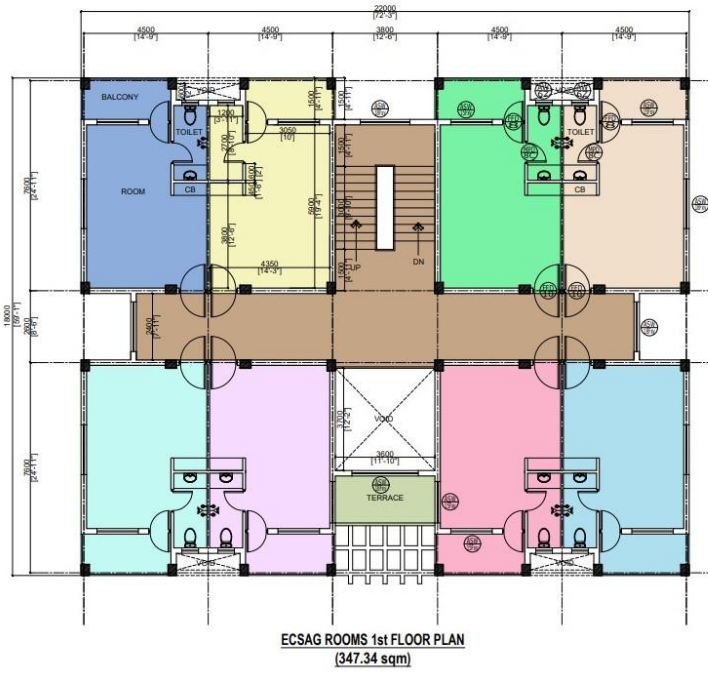




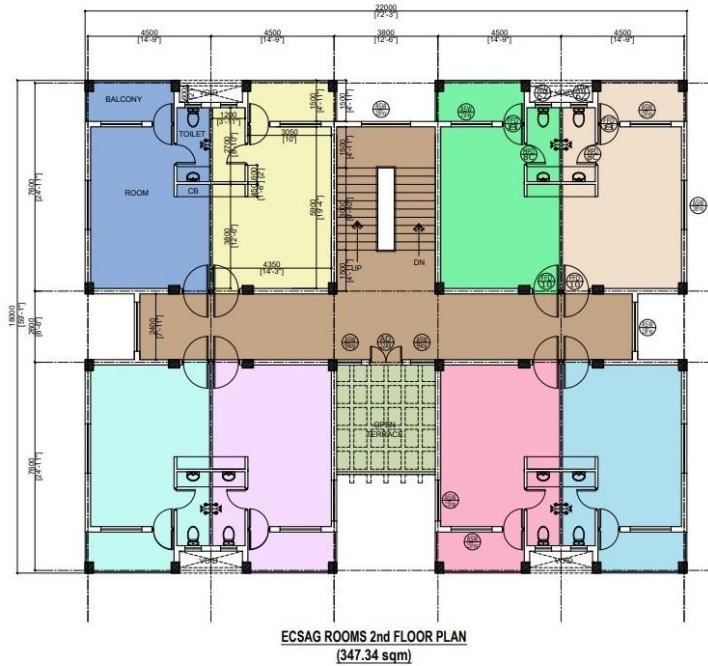




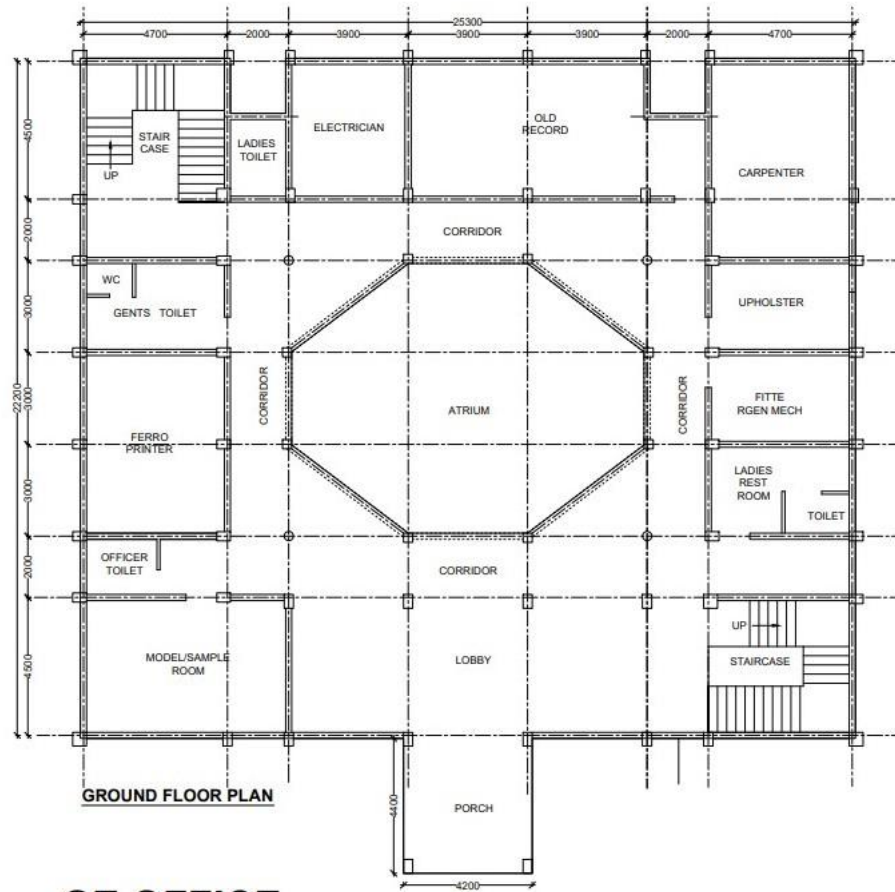




DOOR & WINDOW			
DOOR			
SL. NO.	SIZE	TYPE	
1.	1000 W x 2400 H	FLY PROOF FLUSH	①
2.	800 W x 2400 H	FLY PROOF FLUSH	②
3.	800 W x 2400 H	PVC	③
4.	1200 W x 2400 H	ALUMINIUM	④
WINDOW			
5.	1800 W x 2100 H	ALUMINIUM SLIDING	⑤
6.	1500 W x 2100 H	ALUMINIUM SLIDING	⑥
7.	900 W x 2100 H	ALUMINIUM SLIDING	⑦
8.	600 W x 900 H	ALUMINIUM VENTILATOR	⑧

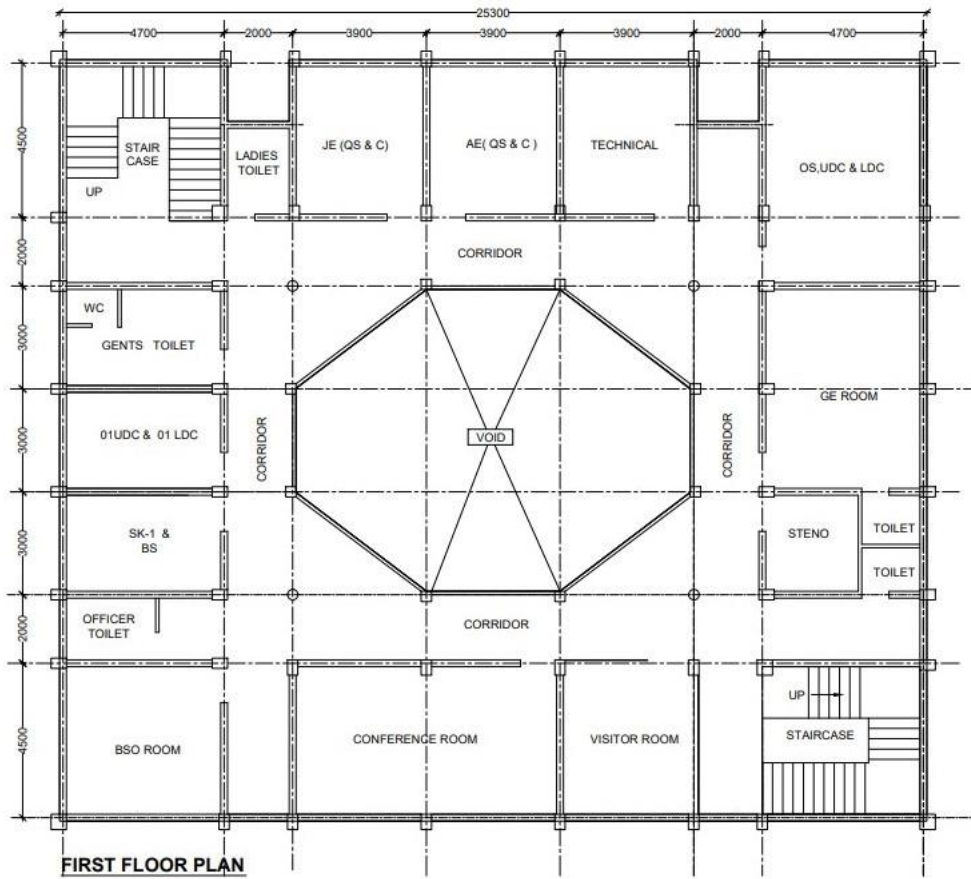


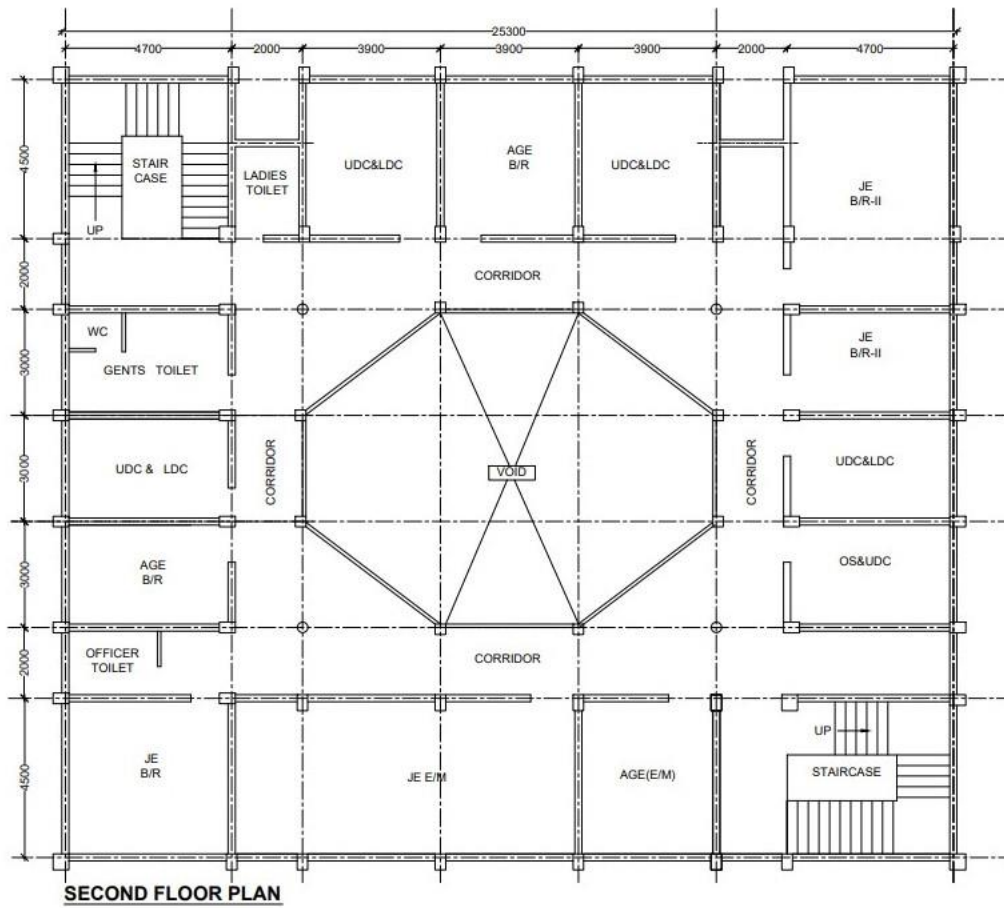
DOOR & WINDOW			
DOOR			
SL. NO.	SIZE	TYPE	
1.	1000 W x 2400 H	FLY PROOF FLUSH	①
2.	800 W x 2400 H	FLY PROOF FLUSH	②
3.	800 W x 2400 H	PVC	③
4.	1200 W x 2400 H	ALUMINIUM	④
WINDOW			
5.	1800 W x 2100 H	ALUMINIUM SLIDING	⑤
6.	1500 W x 2100 H	ALUMINIUM SLIDING	⑥
7.	900 W x 2100 H	ALUMINIUM SLIDING	⑦
8.	600 W x 900 H	ALUMINIUM VENTILATOR	⑧

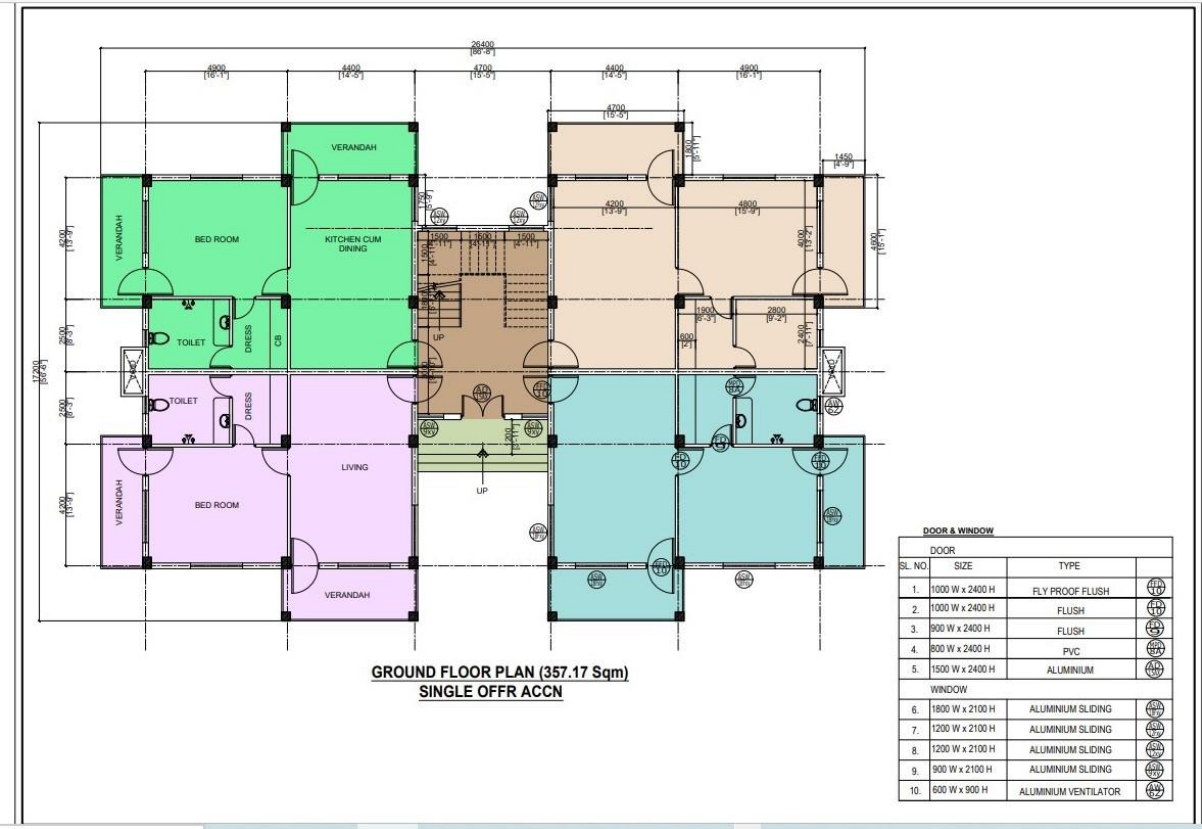


**GROUND FLOOR PLAN**

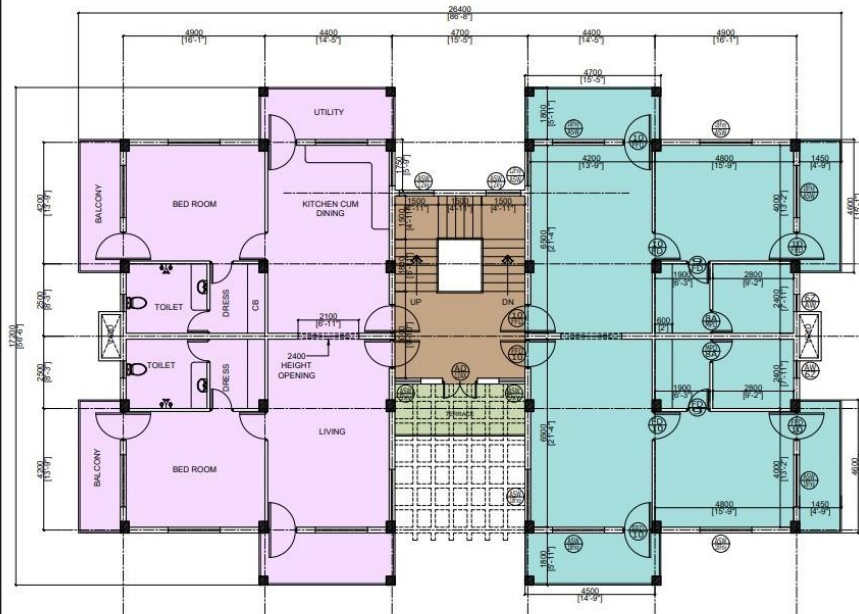
**GE OFFICE**





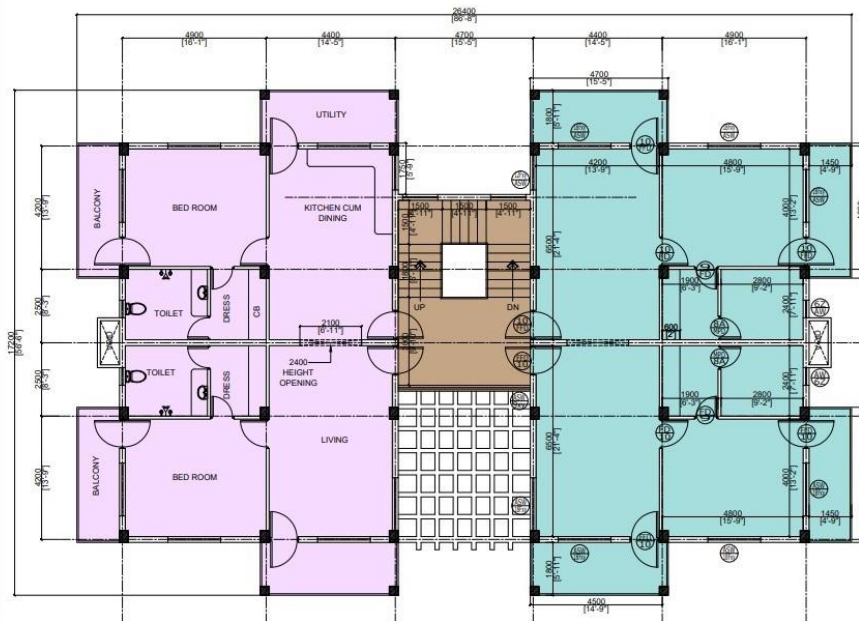






**FIRST FLOOR PLAN (346.37 Sqm)**  
**SINGLE OFFR ACCN**

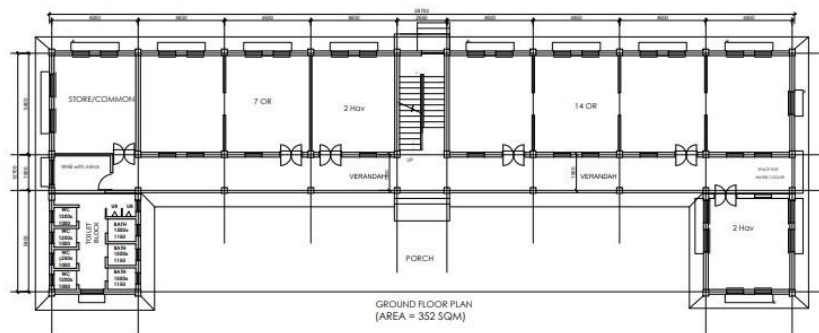
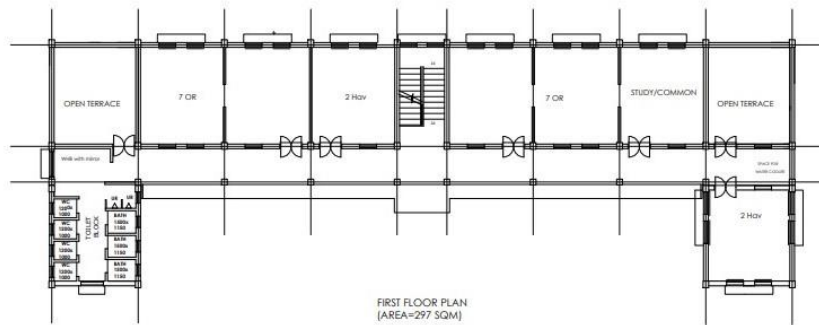
DOOR & WINDOW			
DOOR			
SL. NO.	SIZE	TYPE	
1.	1000 W x 2400 H	FLY PROOF FLUSH	①
2.	1000 W x 2400 H	FLUSH	②
3.	900 W x 2400 H	FLUSH	③
4.	800 W x 2400 H	PVC	④
5.	1500 W x 2400 H	ALUMINIUM	⑤
WINDOW			
6.	1800 W x 2100 H	ALUMINIUM SLIDING	⑥
7.	1200 W x 2100 H	ALUMINIUM SLIDING	⑦
8.	1200 W x 2100 H	ALUMINIUM SLIDING	⑧
9.	900 W x 2100 H	ALUMINIUM SLIDING	⑨
10.	600 W x 900 H	ALUMINIUM VENTILATOR	⑩



**SECOND FLOOR PLAN (346.37 Sqm)**  
**SINGLE OFFR ACCN**

DOOR & WINDOW			
DOOR			
SL. NO.	SIZE	TYPE	
1.	1000 W x 2400 H	FLY PROOF FLUSH	①
2.	1000 W x 2400 H	FLUSH	②
3.	900 W x 2400 H	FLUSH	③
4.	800 W x 2400 H	PVC	④
5.	1500 W x 2400 H	ALUMINIUM	⑤
WINDOW			
6.	1800 W x 2100 H	ALUMINIUM SLIDING	⑥
7.	1200 W x 2100 H	ALUMINIUM SLIDING	⑦
8.	1200 W x 2100 H	ALUMINIUM SLIDING	⑧
9.	900 W x 2100 H	ALUMINIUM SLIDING	⑨
10.	600 W x 900 H	ALUMINIUM VENTILATOR	⑩





**SM BARRACK**



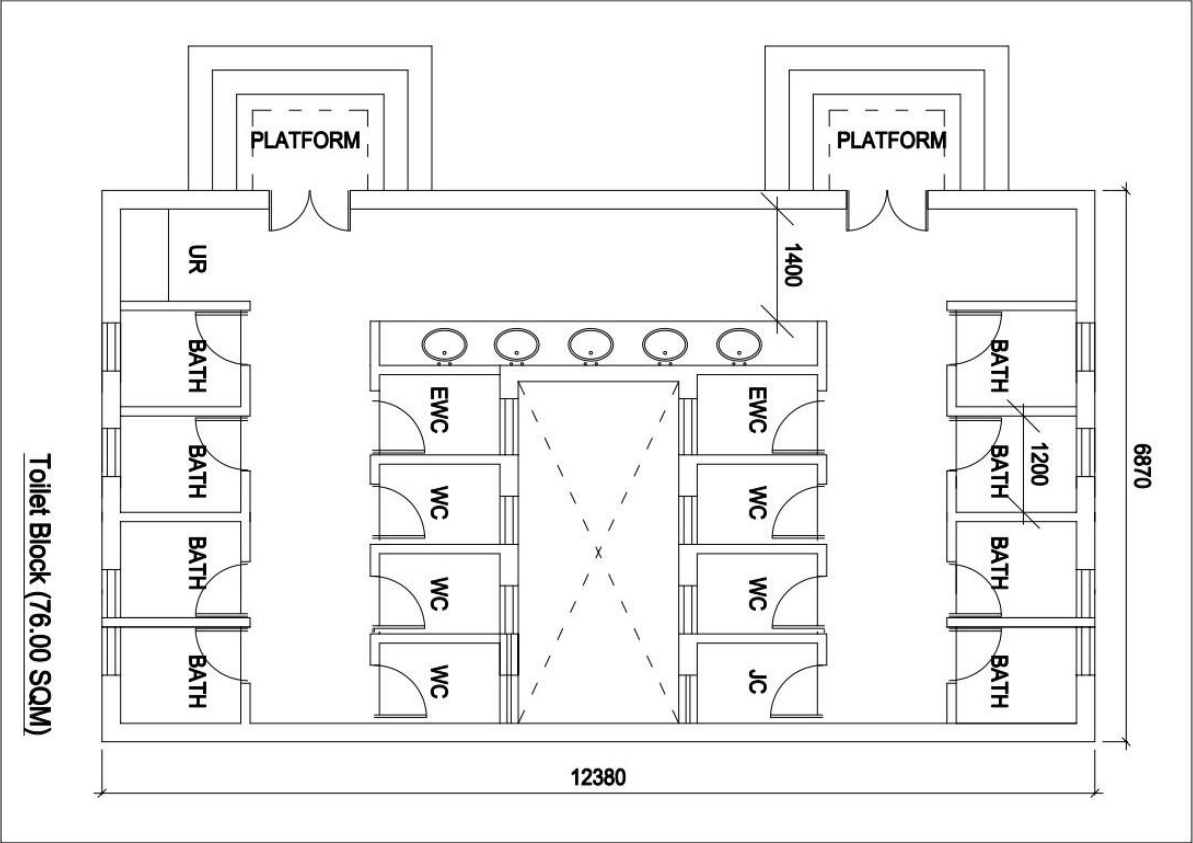
GROUND FLOOR PAN (511.50 Sqm)

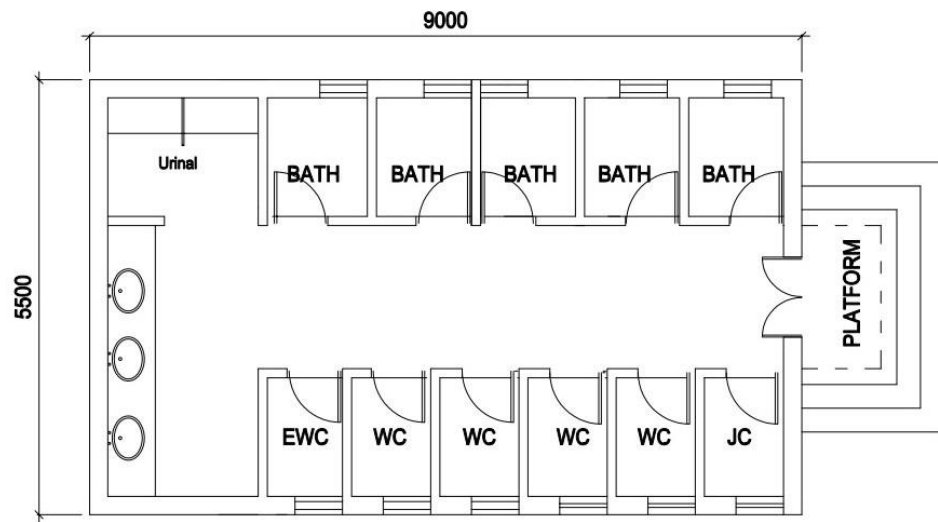
CLUB/ OFFRS MESS



1st FLOOR PAN (511.50 Sqm)

CLUB/ OFFRS MESS

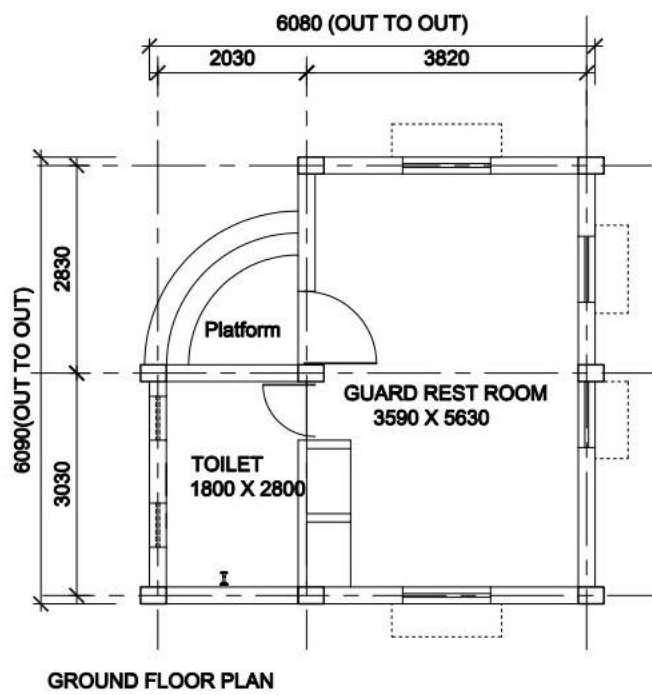




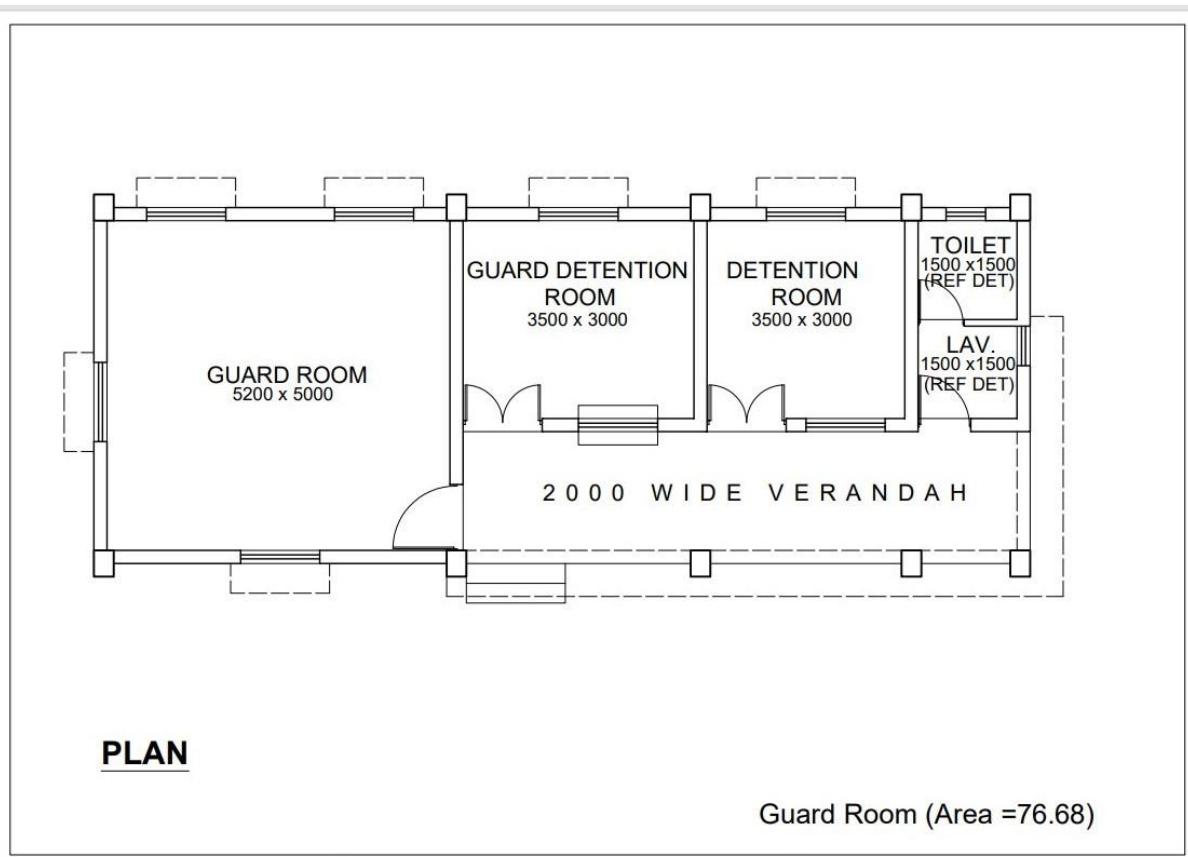
**Toilet Block (49.50 SQM)**

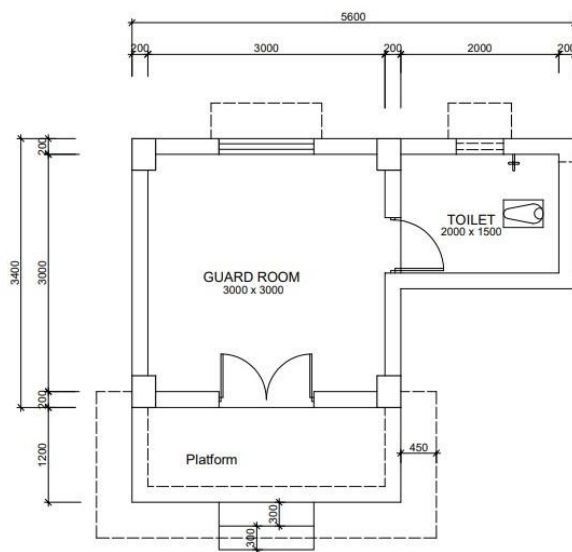


GROUND FLOOR PLAN  
(55.66 SQM)  
6 ORS



**Guard room (31.29 SQM)**





**PLAN**

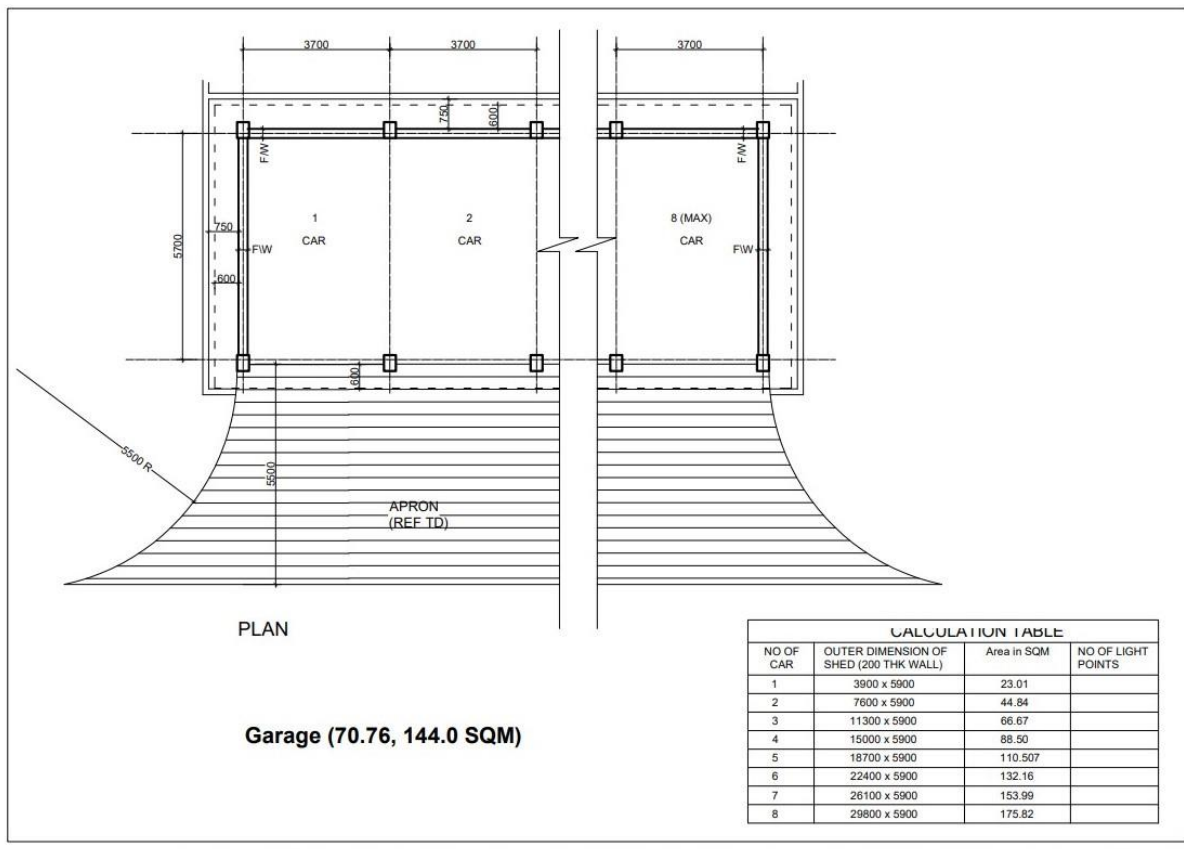
Guard room (15.74 SqM)

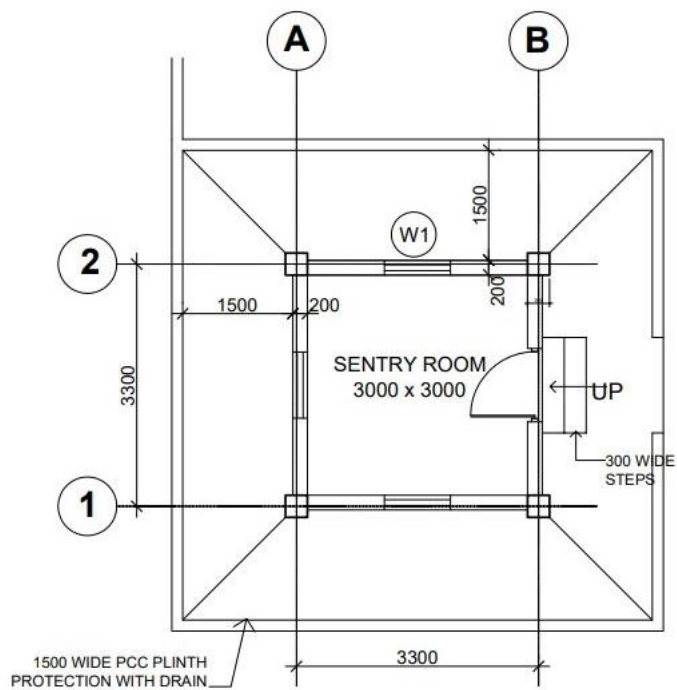


ANNX - XV

ANNX - XVI

ANNX - XVII





**PLAN**

**Sentry Post 11.56 SqM**

